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The Solicitors' Journal.

LONDON, FEBRUARY 18, 1871.

MR. AYRTON THIS WEEK defended his own diligence about the new Law Courts. One great thing is, that the foundations are put in hand at last, which inclines us to smile kindly on Mr. Ayrton in our surprise and delight at witnessing a move at last. But it is not fair to throw the blame on Sir Roundell Palmer as an obstructive. If Sir R. Palmer clung hard to the original design which Mr. Lowe said was too expensive, the real delay at that time was occasioned by the absurd scheme of tossing the Courts over on to the Thames Embankment, which Sir R. Palmer successfully opposed. As far as Mr. Ayrton is concerned people have been grumbling at him because after getting the Commissioners' sanction to the altered plan last summer, and taking a vote for foundations, he did not begin the latter till now. Perhaps there were preliminaries to settle which an impatient public did not think of. However, as Mr. Ayrton has begun at last, we will accept his intimation that he has done quite the right thing; only please let him not do it again.

THE JUDGMENT of the Judicial Committee in the case of the Rev. Charles Voysey contains, in a legal point of view, little which calls for observation. That the appellant had far exceeded the limits of discussion within which a clergyman of the Church of England must confine himself, was obvious to all who had watched the case. Indeed Mr. Voysey himself must have known he was fighting a battle he could not win. His opinions were hopelessly in conflict with the written law of the church, and could only have been pronounced lawful by holding that the formularies were obsolete and nonsensical. But although it has on this occasion been their duty to condemn the appellant, the Judicial Committee have adhered to the principles of previous decisions in their recent judgment. The Articles of Religion, and those alone, are to be considered as the code of doctrine of the Church of England. Vague accusations of offending against the teaching of the Homilies, or against "commonly received" opinions, were properly rejected. By an appeal to the Articles, and to those alone, Mr. Voysey stands condemned. That they are elastic enough, the cases of Mr. Gorham on the one hand, and of Dr. Rowland Williams and Mr. H. B. Wilson on the other, sufficiently show; but they do still mean something. Mr. Voysey's acquittal would have proclaimed that they meant nothing at all. Mr. Voysey has been allowed a week to retract his views, and a contemporary has made some very severe observations on this account—on the procedure of the Ecclesiastical Court of Appeal. "This," it is said, "is all that the Committee have power to do. They can dismiss a conscientious clergyman from his preferment, but if he turns unconscientious and eats his words, they are bound to let him remain." Our contemporary is entirely mistaken. It is not necessary to give any opportunity of retractation, but, in accordance with the liberal spirit in which English criminal law is administered, the Court have thought proper to allow a *locus pœnitentiæ* to Mr. Voysey; and if he were to accept it, we should be bound to suppose that he did so in all sincerity. In that case he would return to his parish, not necessarily, as our contemporary assumes, as a hypocrital professor of doctrines he did not believe, but as a repentant confessor of his own mistakes. Mr. Voysey, however, is not likely to accept the proffered alternative. His differences from the ordinary doctrines of the Church are too wide to be recanted. We fear, therefore, that it will become the duty of the Judicial Committee, who, we observe, have retained the cause, to deprive him of his living.

THE HON. DAVID DUDLEY FIELD, in an address to the Californian Bar, which we re-produce in another column, enters upon a lengthy disquisition on codes generally, and an especial vindication of the New York Code. This is a subject which at the present moment has some interest for English readers. The New York Civil Code has never received legislative authority from the State, has thus remained a dead letter ever since it was framed, and, as far as we know, is likely to remain so. Probably this failure may be set down to the reasons hinted at in Mr. Fisher's pamphlet, its extreme boldness in presenting the law not as it was but as its framers thought it ought to be, and its too great compression. Mr. Justice Willes, in his separate report, appended to the second report of the English Digest Commission, advised that a code should be made instead of a digest, because he considered that a code, not being confined to the existing law, might be framed as a body of law purged of existing conflicts and inaccuracies and enriched with improvements culled from the laws of foreign nations. But such a total alteration of the *corpus juris* of a nation is too despotic and too vast and difficult a task for performance *per saltum*, even by the ablest and best esteemed body of men obtainable for love or money. We may, perhaps, except the case of a raw colony. It is possible, for instance, that if an able lawyer and jurist, like Mr. Justice Willes, were planted among the population which has flocked to the diamond fields in the region of the Transvaal Republic, he could frame a new *corpus juris* which would serve them well. Perhaps similar considerations may attach to the new state of Dakota, which, as we learn from Mr. Field, has actually put in force a code based on the English common law, but it can hardly be disputed that in any old community the digest must precede and facilitate the expurgation and improvement. Mr. Field, however, in his special vindication of the New York Code, necessarily argues for the *per saltum* process, and his arguments involve a radical misconception and confusion of ideas on the subject. He seems, for instance, in the following passage to fall into the very obvious error of a confusion between a code and a digest:—"The chaotic state of the law arises, of course, from the vast mass of unarranged and sometimes discordant material. To take this material, separate the discordant parts, analyse, arrange, compress, remould the rest, is to reduce order out of chaos. The result is a digest or a code."

The fact is, a digest made absolutely authoritative by the Legislature would be a code, but a code is not necessarily, like a digest, confined to the existing native law; a digest is confined to that one material, whereas a code may be compiled from the whole range of law, foreign and possible. Again, when Mr. Field predicts the advent of the day when all the English-speaking communities will "insist on having the whole body of their law in a form accessible and intelligible to all who are governed by it;" if he means by this that in any large modern community, with complicated social and commercial relations, the *corpus juris* should be a body of law accessible to and applicable by the minds of all its members generally, he has got into the region of impossibility. But, probably, Mr. Field would say that a body of general rules may be framed which shall be so accessible and so applicable, by leaving a greater mass of details to the discretion of

Courts. We are not prepared to agree even to this, unless these general rules are made so general as to be maxims of common sense. Also, the more general the rules, the more will they be overwhelmed by an ever-accumulating bulk of judicial decisions, in explanation and application. The truth is, you cannot frame for a modern civilised nation any body of law which shall enable the average subject to be his own lawyer, but you can remove inconsistencies and contradictions, repugnancies to reason or common sense, and manifold unnecessary complications, arising inevitably from the piecemeal manner in which an ancient system of law has been built up, until the solution of social and commercial problems of daily occurrence is no longer utterly uncertain or inconsistent with reason and justice.

Defending his New York Code from the charge of excessive compression, or, rather, advocating great compression in general, Mr. Field brings forward the Statute of Frauds, "every line of which, said a great English judge, is worth a subsidy. But was there ever a statute so loaded with interpretation and commentary?" Could a more unhappy argument have been adduced, seeing that the vast mass of scholiast reports which overlays texts like this is one of the very burdens which is driving us to a digest (or code, whichever we may get)?

We confess our surprise at finding Mr. Field writing thus confusedly on this subject. However, if these remarks should meet his eye, he will no doubt acquit us of any discourtesy towards him. Our own Digest Commission is indebted to him for his valuable evidence which was very freely and kindly afforded.

THE ATTORNEY-GENERAL has brought in a bill to repeal the 22nd section of the Jury Act of 1870, which relates to payment of jurors. Some more efficient provisions will probably be enacted in its place in due time. In another column will be found a report of a discussion in the Hereford County Court upon the question whether the 22nd section in question applies to county court jurors. We are inclined to think it does not apply, but it is scarcely worth while discussing the question now that the section is to be repealed. It is as well, however, that attention should be directed to the point, in order that similar doubts may not arise upon any new statute on the subject. It would seem that the 20th section—which is quite general, and enacts that no juror shall be liable to any penalty for non-attendance on *any* jury unless the summons has been served six days before the day on which he is required to attend—must apply to county courts. If so, the practical effect is that, although by rule 104 of the county court rules it is sufficient to give notice that a jury is required three clear days before the hearing—and upon such notice being given the registrar is bound to summon a jury—yet there is no means of enforcing compliance with such summons, so that the parties may, after all, find no jury in attendance.

TO SAY that all legislation is law is to put down a mere identical equation; but there is nevertheless a class of measures called legal measures, which, as dealing with technicalities of jurisprudence or legal administration, have an especial concern for lawyers. Bills of this kind are crowding in thickly already, as any one may see who glances down the columns of our Parliamentary Report. Several old faces re-appear:—the ponderous Merchant Shipping Bill, the Public Prosecutors Bill, some bills affecting the clergy, and several others, including the Marriage with a Deceased Wife's Sister Bill. The latter has again passed its second reading in the Lower House, and has elicited from the Bishop of Winchester a burst of disapprobation, culminating in the remarkable assertion that—for any one even to mention in terms of advocacy such a shameful contract is a crime and high misdemeanour. These words, if correctly reported, savour of that spirit of ecclesiastical intolerance, which in the days of Warham was found to have accumulated things unendurable and which were not endured. They surprise us, for we have always imagined Dr. Wilberforce to be a man wise in his generation.

WE LATELY REPRINTED some correspondence between a solicitor and the Board of Inland Revenue, which appears to have aroused apprehensions that Somerset-house might hold that where a vendor writes to his purchaser to pay the purchase-money to vendor's solicitor, a ten shilling stamp duty was necessary as for a power of attorney. It appears, however, from a further Somerset-house letter, which we reprint elsewhere, that Somerset-house draws the distinction between a direction to pay and an authority to receive. One source of confusion in this matter seems to be, that the Stamp Act definitions of bill of exchange and letter of attorney overlap each other considerably.

AT LAST there is another prospect opened of a settlement of the *Alabama* question by a joint commission of both nations. We hope most unfeignedly that the commissioners may succeed in disposing of this matter at last.

NOTES ON THE MARRIED WOMEN'S PROPERTY ACT, 1870.

No. II.

We propose to consider the incidents of married women's trading under the Married Women's Property Act, 1870, which came into operation on the 9th of August last; and in order to this it will be as well to summarise shortly the law as it stood before the new Act came into play. But we must observe, *in limine*, that there is some confusion arising from the use of the phrase "separate trading." In general when anyone speaks of a wife's separate trading he means simply some trading of which she is the actual ostensible manager and conductor, the working person in the business, without any reference to questions of who may sue or be sued upon the business relations; but in consequence, or by some analogy, of the more exclusive meaning of the word "separate," when coupled with "property" or "estate," and perhaps also of the peculiar incidents of "separate trading" under the custom of London, the phrase "separate trading" seems sometimes taken as meaning some trading for which the husband is not responsible. Perhaps this confusion would be avoided if some such phrase as "wife's ostensible trading" were employed when all that is meant is that the wife is the ostensible or working person on whose shoulders the business rests.

As to the incidents of this trading at common law. The wife is legally incapacitated from suing or being sued under any circumstances. No doubt, in practice, she often does manage to sue, but that is merely because strangers may not know or may be unable to prove her coverture. As a wife cannot be sued it has, in *modern* times, been held to be a *sequitur* that she cannot be made a bankrupt. [There may be difficult questions, by the way, as to what acts they can or cannot do when "ostensibly trading." See, for instance, *Barlow* v. *Bishop* (1 East, 432), and *Cotes* v. *Davis* (1 Camp. 485), from which it appears that if she indorses a bill of exchange in her own name, the indorsement is nugatory, but if she uses her husband's there may be a presumption of agency for that purpose.] Whether or not the husband can be sued is a question of agency. If the husband be in cohabitation there is a presumption almost, if not quite, irrebuttable that the wife trades as his agent; and then, of course, he is liable. No doubt, as Best, C.J., said in *Petty* v. *Anderson* (3 Bing. 172), "the presumption arising from his presence might be rebutted," but hardly. In the very meagre note of *Langfort* v. *Administratrix of Tiler*, in 1 Salk. (p. 113), Holt, C.J., is made to say, at Nisi Prius, that the husband was liable because they cohabited; in

Petty v. *Anderson*, Best, C.J., said there was a legal presumption that the wife traded as the husband's agent, because he took advantage of the trade that was carried on, by living out of the profits. There is a vast number of households of the Mantalini sort, in which an active woman carries on what we have chosen to call some "ostensible trading," it may be as a milliner, a laundress, or shopkeeper, and has at the same time a feeble, or lazy, or possibly less passively good-for-nothing husband, who dwells on the premises and derives his food and raiment from the profits of his wife's energy. It would be very difficult to rebut the presumption of agency in such cases as this. Where the trading has been carried on under some *ante*-nuptial settlement, there, no doubt, it is the trustee who is the liable or suable party (see, for instance, *Jarman* v. *Wolloton*, 3 T. R. 618, and Bright, H. & W. ii. 294, which sufficiently indicates the principle). A post-nuptial agreement by the husband respecting his wife's trading does not, of course, affect his liability to third parties. In Roper's H. & W. (ii. 175), Mr. Roper suggests that a Court of Equity would interfere in favour of the husband or trustee, and would confine the creditors to the trade assets; but as Mr. Jacob, a subsequent editor of Roper, observes, there seems to be no principle upon which Equity could relieve either the husband or the trustee from a responsibility incurred to the creditors. As far as most of the Mantalini cases are concerned, the difference on this head would be small, since the trade assets would probably be the only assets.

Thus, wherever agency for the husband is presumed, the trade creditors, at all events, have a fair remedy, since they can reach the trade property by suing the husband. If, as is often the case when husband and wife are living apart, there is no presumption of agency, the trade creditors are utterly remediless at common law, and can sue no one. They have, indeed, a remedy to a certain extent by bill filed in chancery against any separate estate which the wife may chance to possess* (subject to no restraint on anticipation); but (setting aside the improbability, in the bulk of Mantalini cases, of Mrs. Mantalini possessing any available property settled to her separate use) the claimant must get his decree before he can touch this; and if the wife assigns —even after bill filed—to a purchaser for value without notice, his claim is defeated. Moreover, this equitable remedy against separate estate is not within the jurisdiction of the county court, within whose sphere the vast majority of these wife-trading cases occur.

Thus, under the old law there was, in addition to the defect arising from the wife's (at any rate legal) incapacity of suing, the anomaly of a large class of cases in which creditors simply could sue no one. The new Act has, indeed (though, as we shall see, it is very doubtful to what extent), empowered the woman to sue, but it looks very much as though the area of cases in which no one is suable has absolutely been extended, though not perhaps to such a *practical* extent as people imagine.

The sections of the Act which deal directly with the subject are the 1st and the 11th, and their construction is beset with difficulties.

First, as to the wife's own power of suing, section 11 purports to give her an *option* of suing alone as there mentioned; but as section 1 says that her receipt is to be the only discharge for all wages, earnings, money, and property acquired by, or the produce of, her "separate" trading, it seems that in all actions *for the recovery of* such wages, &c., she *must* sue alone. Unfortunately there is room for much doubt as to the extent of the class of actions which section 11 permits her to bring.† She can sue an employer for her wages, and she can maintain trover for any article bought by her out of earnings saved up; or she may even sue in tort for damage done to any such article. For instance, if she were an artist, and was knocked down by a carriage while carrying her picture to a dealer, she might sue for the tort to her painting though not for that to her person. But especially where the "separate trading" is some commercial pursuit, such as shop-keeping or manufacturing, there are very awkward questions open. The judge of the Northampton County Court, in a well-considered judgment which we report in another column, surmises that this section only empowers her "to sue for money due in respect of services actually rendered, or goods actually sold and delivered, or bargained and sold in the course of trade, and would not enable her to claim in her own name damages for breach of a contract to employ her, or for non-delivery of goods ordered by her in her trade."

Substantially this construction seems to us to be correct, though we think it possible that the phrase "remedies . . . for the protection and security of such wages, earnings, . . . and property," might be so liberally construed as to include rather a wider limit than that here suggested. For instance, it might be contended (though the point is certainly doubtful) that an action for wrongful dismissal was included as a remedy for the security of earnings, but not if the section be read as protecting merely earnings actually received or accrued as a liquidated sum. There is this question also—what is meant by "earnings" in the case of a trade or business? Gross returns or net profits? If gross returns are intended, the scope of action allowable may be wider than seems to be generally imagined. And this leads us to another and most momentous doubt. The Act makes "separate property" of the wages, earnings, &c., and all investments thereof. How does that affect the husband's common law right to his wife's goods. Clearly so far as the business plant or stock in trade may be replaced out of profits, that is an "investment," and, therefore, separate property. But as to anything else it would seem that wherever the husband is allowing his wife to carry on a "separate trading" he may assert his common law right to the plant, &c., only the wife can, under section 9, compel him to account to her for the profits.

There is yet the most important question of all. As the wife can now sue to some extent, has she any corresponding liability to be sued? It has been queried whether such a liability must not be considered as imposed by implication. This question seems to have been raised in the Northampton case before alluded to; the judge held that the Act does not confer any power of suing her, and we think that he was right (we entirely adopt his reasoning, which to save our iteration the reader can peruse in the report). As the wife, then, cannot be sued any more than before (except under sections 12, 13, which are irrelevant to the matter in hand), it becomes very important to consider whether or no the Act, by breaking in upon the husbands rights to the earnings or profits, has also taken away the remedy against him in cases in which agency would have been presumed before the Act. It is obvious that one of the great bases upon which the presumption of agency rests has been thrown away. The husband, it is true, is cohabiting with the wife, but the wife has the power of keeping the profits to herself, and does so: unless there is something more, you cannot presume agency for him, and he is not suable. There is no doubt that this defence will be very popular in the county courts.

There is, however, a consideration remaining behind, which may perhaps enable the judges to resist numerous invitations to pronounce milliners' girls, workwomen, and other people, to be utterly without any legal remedy for enforcing payment of their wages. The question used to be, whenever a husband was sued—is there a presumption of agency? the question will now be—is the business carried on "separately from the husband?" It was with a view to this, that at the beginning of this article we adverted to the confusion which sometimes

* Upon the question—what engagement of a wife's will bind her separate estate? see 14 S. J. 626.

† It would seem that she may sue in her own name in equity (instead of by a next friend), in respect of property declared by the Act to be her separate property (see *ante*, p. 3).

exists in the use of the phrase "separate trading." It now becomes very important, indeed, to bear in mind, that it is not every case of "wife's ostensible trading" which is a "trading separately from her husband." There is room for so much fraudulent collusion, that the point requires to be watched very carefully. Wherever the husband of an "ostensible female trader" is sued by a creditor of the trader, the Court, before it pronounces the plaintiff to be remediless, must first satisfy itself that the business *is* carried on separately from the husband; and it certainly seems to us that where there is cohabitation the primary presumption is that the trading is not carried on separately. But section 11 concludes by saying that in any proceeding "it shall be sufficient to allege such property to be her separate property." This seems to create a general *primâ facie* presumption of separate property; but it would not, we imagine, come into play in a creditors' suit against the husband, until the wife should have interpleaded. And when the wife has taken that "proceeding" we imagine that the Act does not do *more* than create a *primâ facie* presumption of separate property, rebuttable by evidence, and it seems to us that it is open to a judge to hold that evidence of cohabitation has turned the presumption the other way.

"No doubt," to quote Best, C.J., over again, "the presumption arising from cohabitation may be rebutted." The Court, on the evidence, must say whether or no the husband has a finger in the pie. The point is an odd one, because the Act says that if the trading is "separate," the consequence is that the earnings are the wife's "separate property," and, as it seems to us, the fact whether or no the wife does keep the earnings to herself and treat it as "separate property," may be evidence on the question whether the trading is separate or no. We do not know what facts were before the judge who, as we noticed in our last week's impression, recently gave an opinion adverse to the claimant in the case of a milliner whose husband was in cohabitation, but it is very possible that this point was overlooked. There are oldish cases, such as *Langham* v. *Bewett* (Cro. Car. 68), under the custom of London (for which the definition of separate trading is "whereof the husband intermeddleth not"), which are *in pari materiâ*; but judges will hardly pay much attention to these decisions; and, moreover, the practice of citing decisions on facts upon a similar question arising out of other facts is decidedly not to be encouraged.

We certainly have not exhausted the subject, but we fear we may have reached the bottom of the reader's patience.

COMPULSORY REFERENCE.

The judges have long been in the habit of compulsorily referring causes at Nisi Prius, and no doubt the practice has been a convenient one; whether it has been an authorised one is another matter. There are two sections in the Common Law Procedure Act, 1854, which give the power of ordering a reference—viz., the 3rd and the 6th. By the 3rd—"If it be made appear, at any time after the issuing of the writ, to the satisfaction of the Court or a judge, upon the application of either party, that the matter in dispute consists wholly or in part of matters of mere account, which cannot conveniently be tried in the ordinary way, it shall be lawful for such Court or judge" to order that such matter be referred. If this section, with its wide words "at any time after the issuing of the writ," stood alone, it would probably empower a judge compulsorily to refer a cause even when it was in process of being tried before him in Nisi Prius with a jury. But by the 6th section—"Upon the trial of any issue of fact by a judge under this Act"—*i.e.*, by a judge trying a question of fact without a jury under the first section of the Act—he may order any matter of account which cannot be conveniently tried before him to be referred.

In *Robson* v. *Lees*, 6 H. & N. 258, and more fully reported 30 L. J. Ex. 235, the Court of Exchequer, after taking time for consideration, held that, on the construction of these two sections, the power of a judge to order a reference during the trial was given by the 6th section only, and that the power to order a reference under the 3rd section could only be exercised on rule or summons. On looking to the end of the 6th section there can, we think, be little doubt that this construction is right, for we there find that the award of the referee under that section is to have the same effect as herein-before provided as to the award or certificate of a referee before trial." Now the only previous mention of an award or certificate to be found in the Act is in the 3rd section; and consequently the 6th section seems to contain a legislative exposition of the 3rd section, limiting it to arbitration before trial. But, notwithstanding *Robson* v. *Lees*, which seems to have been followed in the arrangement both of Mr. Day's and Mr. Markham's editions of the Common Law Procedure Acts, the judges have been in the habit of doing what that case says they cannot do—viz., referring under section 3 at Nisi Prius. Without, however, actually ordering a reference *in invitum* after the jury are sworn the judge can generally obtain the same end by intimating to the objecting party that, if he do not consent to a reference, the hearing of the cause will be postponed if need be to the end of the sittings or assizes; and where this threat has failed to extort a consent judges have adopted the more questionable practice of making an order for a reference, during such adjournment, on a summons taken out by the opposite party, and heard *quasi in camerâ* at the judge's lodgings or in the room at the back of the court.

The question whether a judge could refer compulsorily at the trial was distinctly raised a few days ago in the Court of Common Pleas in *Jeffries* v. *Lovell*, reported in the current number of the *Weekly Reporter*. There Bovill, C.J., referred the cause compulsorily at the trial, the order stating that the reference was under the Common Law Procedure Act, 1854, but not under which section his Lordship professed to act. A rule *nisi* was then obtained to set aside this order, on the ground that there was no jurisdiction to make it, either under the 3rd section or under the 6th; and on the argument of the rule the counsel for the plaintiff admitted that he could not support the order under the 6th section. In delivering the written and considered judgment of the Court Bovill, C.J., states that he made the order under the 6th section, not being aware at the time that it only referred to trials by a judge sitting without a jury; but as it was clear that the 6th section was confined to that case, the order must be set aside on that ground. The judgment then goes on to state that the question had been raised whether the order "could and ought" to be made under the 3rd section, and states that under the circumstances the Court thought the order "*should* not now be made under that section"—thus carefully evading the question whether it "*could*" have been so made either originally, or when the case was before the Court in banc.

This case seems to have caused some perplexity to our legal contemporaries. The *Law Times* of February 4 draws attention to the case, in its own columns, "as an excellent specimen of rapid reporting." In turning to the report in question we find that the headnote, after summarising the facts, boldly states that the Court held "that this order could not be made under the Common Law Procedure Act, 1854," which is precisely what the Court did not hold, for it took great care to avoid the point, and simply held that it could not be made under the 6th section. Had our contemporary read the whole of the report, he would have seen that the judgment contradicted the head-note, and would not have promulgated an erroneous view of the case in his comments on it. But the misconception of the case does not end there, for the next week (February 10) we have the *Law Journal* following suit, and stating in its remarks on the case that the Court set aside an order

made under the 3rd section. The writer must have derived his information, we presume, from the report in the *Law Times*, and to add to the confusion must have misread even that.

It is so clear that there was no power to make the order under section 6 that the point would hardly be worth notice; but as it appears capable of being misapprehended, the reader may as well note it in its proper aspect.

RECENT DECISIONS.

EQUITY.

Irregular and Reputed Marriages.

Hill v. *Hibbitt*, L.C., 19 W. R. 250.

This case, which, from the romantic character of its incidents, attracted a good deal of notice from the general public, also presents more than one technical point of interest to the lawyer.

In the first place, this is, we think, the first occasion on which a point of foreign law has been argued—as a question of law, and without evidence, save such as is derived from the citation of foreign reports—before any English Court; and we are not quite certain that exception might not be taken to the proceedings on that ground, though the claimant might find herself embarrassed in any such attempt by the fact that the example was set by her own counsel. However this may be, the decision of the Lord Chancellor in this case is expressly rested on a fine distinction peculiar to the law of Scotland, as to which there was not a particle of evidence, properly so called, before him, although its existence as part of that law was probably, as a matter of fact, well known to every one engaged in the case. The case for the respondents was launched as a marriage "by habite and repute," and as, although the *term* is peculiar to the law of Scotland, the *principle* involved is common to the laws of all civilised communities, it might have been argued, had the judgment gone upon that, that a question *universi juris* was within the judicial cognizance of the Court; and this was practically the course which the case took in the Court below. His Lordship, however, decided—on the authority of certain Scotch decisions, read from volumes of reports, and not verified by affidavit—that the period during which the cohabition had lasted in this case was too short and too interrupted to give rise to such a general continuous reputation as was necessary to raise the presumption of marriage usually described as a marriage by habit and repute; but then he relied on evidence of express acknowledgments by the parties in presence of one another as sufficient to establish a valid marriage *per verba de præsenti*, thus founding his decision on a principle peculiar to the law of Scotland, of which he had no formal evidence except the reported cases referred to in his judgment. It is, no doubt, somewhat absurd to say that the Lord Chancellor, who, when sitting in the House of Lords, is not only bound to know Scotch law, but to know it better than the judges of the Court of Session themselves, should when sitting at Lincoln's-inn be utterly ignorant of that law; but this has hitherto been the recognised rule of the law of England, though a rule, we think, in this case at least, more honoured in the breach than the observance.

On another point of foreign law of some interest and importance the Lord Chancellor, however, declined to adjudicate without evidence, and the course which the case has since taken renders it most unlikely that any decision on this point will now be called for. On the appeal the claimant's counsel for the first time relied on the rule of "reputed marriage" which prevails in the law of Scotland, and was alleged also to form part of the "law of America." (What the "law of America" may be we know not, but we do not find any sufficient authority for saying that this principle is recognised by the law of New York.) The rule is stated to be that if one of the parties to a bigamous marriage be innocent, the children of that marriage, born while the innocent parent continues in ignorance of the facts, are legitimate offspring of that parent, and on that ground the appellant in this case claimed to be recognised as heir of her mother, who, for all that appeared, had been all her life in utter ignorance of the previous marriage of James Hay.

The rule as stated is, however, very vague and somewhat arbitrary, so that it is difficult *a priori* to see how it should be applied to any given state of circumstances. For instance, would a child of an innocent mother, begotten before but born after she learnt that her marriage was invalid, be legitimate or no? and would it in such case make any difference whether she at once separated from her reputed husband or continued to live with him after the discovery? Again, in this case the connection between the parents of the appellant was at first admittedly illicit, and the appellant herself must have been begotten before the solemnisation of the marriage: under these circumstances was her mother an "innocent party" within the meaning of the rule? Another question of considerable importance would have been, is the rule one of status, or of succession merely? In other words, does its application depend on the domicil of the parents or the position of the property? and, if of the parents, of which? for as there is no real marriage we cannot presume that the domicil of the woman is attracted to that of her reputed husband. In this case the domicil of origin of the claimant's mother was English, and as she only went to America for a limited purpose—viz., to marry a Scotchman, which failed; and, moreover, as the evidence was consistent with the idea that the marriage ceremony took place within a few days after her arrival in America; it would have been open to contention that she had not lost her English domicil. How would that have affected the case? These are questions to which the very cursory notice of reputed marriages, contained in Mr. Bishop's book, gives no answer, and we are not aware of any Scotch or American authority determining them; and it is not, therefore, matter of surprise that the Lord Chancellor, although allowing the doctrine of marriage *per verba de præsenti* to be argued as matter of law, required the rules affecting reputed marriages to be proved as matter of fact.

It appears from a motion made in this cause on Thursday week, before Vice-Chancellor Bacon, that the resistance to this claim has cost the successful parties (the claimant being, of course, utterly unable to pay costs) the estimated sum of £11,000.

Specific Performance Refused when Useless.

Seaton v. *Twyford*, V.C.B., 19 W. R. 200.

This case forms a clear example of the well-known principle that the Court will not decree specific performance of an agreement when the defendant, either by general law or under the terms of the agreement, might immediately, or almost immediately, undo the effects of the performance. Agreements for a partnership of indefinite duration, a loan for an indefinite period, and a tenancy from year to year, afford instances of the first branch of this proposition; while the second branch, under which the present case falls, is best exemplified by the instance of an agreement to grant a lease, which, if granted, might be determined at once for a breach of covenant already committed (see *Jones* v. *Jones*, 12 Ves. 188). The equity of the present case was specific performance of an alleged agreement to allow a loan to remain on mortgage for a term. The plaintiff failed because he had already made default in payment of a half-year's interest. The Court, acting upon the maxim that, *in conventionibus subveniunt ea, quæ sunt moris et consuetudinis*, held that, assuming the agreement to be proved, it was only an agreement that the loan should remain for a term, subject to the ordinary conditions, and

that it was common form that such an agreement should be made subject to punctual payment of interest on the mortgagor's part. As this condition had been broken, the mortgagee would have been released from his promise if he had formally made it, and no relief could be given.

BEQUESTS OF IMPURE PERSONALTY TO CHARITABLE INSTITUTIONS.

Nethersole v. *Speechly*, M.R., 19 W. R. 174.

Many private Acts incorporating charities contain a clause identical *mutatis mutandis* with the clause in the above case, enabling the charity to take and hold any sum of money bequeathed or devised to it. It was decided here that such a clause did not enable the School for the Indigent Blind to take a bequest of money charged on land. The argument that the clause in question would become insensible if it were not read as enabling the charity to take such bequests, seeing that no enactment was needed to enable it to take bequests of pure personalty, was disposed of by the Master of the Rolls, who pointed out that the Legislature, by the clause in question, was not conferring a power, but was enumerating the powers of which the charity became possessed upon its incorporation, one of which was a power to take bequests, subject to the general law as to bequests to charities. It is to be observed that the incapacity, in the case of impure personalty, is twofold—both of the testator to bequeath, and of the charity to accept, the bequest. Thus, where a charity was expressly empowered "to have, take, hold, and enjoy real estate," notwithstanding the Statute of Mortmain, it was held that a devise of real estate to it failed, not because the charity were unable to take, but because the testator was unable to give (*Robinson* v. *London Hospital*, 10 Ha. 19.

COMMON LAW.

LESSOR'S COVENANT TO REPAIR.

Makin v. *Watkinson*, 19 W. R. 286.

In this case a curious point was decided, which, notwithstanding the incoherent and often scarcely intelligible authorities to be found in the old digests, may, in respect of modern authority, be called a novel one. The question was whether, on a lessor's covenant to repair, notice by the lessee of the want of repair was necessary to make the lessor guilty of default in not repairing. A *dictum* to the effect that such notice is necessary was pronounced by Mansfield, C.J., and Gibbs, J., in the case of *Moore* v. *Clark* (5 Taunt. 96), but there was no decision upon the point. That *dictum* was followed in the present case by the majority of the Court (Bramwell and Channell, BB.); but Martin, B., held that, as no such notice was stipulated for, none such could be required. In the *dictum* above referred to a distinction was drawn between a covenant to repair by the lessee and a covenant to repair by the lessor; in the former case, the covenantor, being on the spot, could know better than anyone else whether repairs were necessary; in the latter case, the lessor, being absent, and having no power to enter and examine the premises, might reasonably expect to be informed by the lessee, who was present, of the necessity. This was substantially the ground on which the majority of the Court proceeded, the learned Barons saying that the covenant must be read, if possible, as a covenant made by reasonable men, and relying much upon the authority of *Vyse* v. *Wakefield* (6 M. & W. 442), to justify the introduction of words necessary to give the covenant a reasonable sense, provided the words introduced were not inconsistent with the language of the covenant. This latter position being once arrived at, the principle by which the application of that method of interpretation is to be guided in this and similar cases was expressed by Bramwell, B., to be, that where the happening of the event on which the covenantor is to do a particular thing is within the exclusive knowledge of the covenantee, but the covenantor can only "guess or speculate" on the matter, then notice from the covenantee is necessary. This rule seems so entirely reasonable, that it is matter of satisfaction to find the Court felt itself entitled to give it effect.

REVIEWS.

The Married Women's Property Act, 1870: its Relations to the Doctrine of Separate Use. With Notes. By J. R. GRIFFITH, B.A., Oxon, of Lincoln's-inn, Barrister-at-law. London: Stevens & Haynes. 1871.

In this little volume are given—(1.) A short introduction explanatory of the principles affecting the separate property of wives. (2.) The Married Women's Property Act, 1870, very liberally annotated with references to relevant decided cases. And, lastly, in an appendix, the material sections of the Divorce and Matrimonial Act, 1870, with, of course, the usual table of cases and index. It will be extremely useful to have at hand a print of the Act annotated as Mr. Griffith has given it to us. The notes are, on the whole, well done, and the applicable decisions are very fairly represented. The introduction also, though numbering only eight pages, is a well executed summary of the rules of law and equity affecting the separate property of married women. It a pity that Mr. Griffiths did not, in his preliminary investigation of the law of wives, include rather a wider field than the mere subject of separate property; had he done so, he would probably have come across, and consequently have been able at least to warn his readers against, some of the many blunders and doubts which the Act contains. However, this little book is still a serviceable one.

The Law of Blockade; its History, Present Condition, and Probable Future. An International Law Essay. By H. BARGRAVE DEANE, B.A. London: Longmans & Co.; Wildy & Sons. 1870.

This is a fairly creditable college essay, and we are not at all surprised at learning that it "had the good fortune to obtain the prize" at Oxford, and readers whose object is to obtain a general superficial knowledge of the subject for purposes of ordinary conversation will find therein a good deal of matter just of the kind they require, in a very readable form. Those who look for anything more than this will, we think, be disappointed; and we need hardly add that, to the practical or scientific lawyer, the work does not even pretend to be of any value.

Even within its own sphere the work is not free from errors, and just such errors as we would expect from a writer who had "got up" his subject rather than "learned" it. We will instance two, which, though not the only mistakes, are the only important ones which we have noticed, and which, at any rate, will sufficiently illustrate our meaning.

At page 7 occurs this passage:—"The Hanseatic merchants were fully aware of the advantage which they would derive from being permitted to supply each belligerent with resources, and to carry on the maritime commerce of both sides. They were the first to institute and support the international law maxim, 'Free ships, free goods.'" Both the statements here contained are strictly true as matter of history, but they have no legal or logical connection with each other whatever. The first paragraph relates, as, indeed, the context shows, to the right of neutrals to trade with the belligerents, a right at one time fiercely contested, but long since, with some slight exceptions, universally allowed; whereas the maxim quoted has nothing to do with this trading at all, but relates to the immunity from capture at sea of the goods of a belligerent, not being contraband of war, when laden on board a neutral ship; and this principle was always strongly resisted by England until the Treaty of Paris, 1856, and cannot even now be considered as established. Indeed, Mr. Deane himself (at page 11) speaks of "the theory of the neutral flag protecting hostile property" as being "founded upon a fiction," in apparently happy unconsciousness that this is only another way of stating the maxim he has just put forward as one of established international law.

Again, in speaking of the interdict against commerce with France issued by England and Holland in 1694, Mr. Deane speaks of it as a "paper blockade," which, he says, "has at all times been discountenanced." This is, however, a mistake exactly similar to the other. The interdict in question

was, in point of fact, a return to the system of prohibition of neutral commerce against which the Hanseatic towns had successfully protested two centuries before, but the right to institute "paper blockades" (*i.e.*, the blockade of a long line of coast by a mere nominal force, and the attempt to condemn as prizes all vessels found bound for any part of that coast), was not "discountenanced" by any general consent till long after the time in question, was formally insisted upon by England as late as the peace of Amiens, was actually exercised by the British Orders in Council of November, 1807, and was never formally abandoned by England till the Treaty of Paris, already mentioned. It is, however, doubtful whether, as the United States refused to agree to the abolition of privateering, which formed part of the terms agreed to in that treaty, England would, in the event of a maritime war with that power, feel called upon to abandon any of the doctrines theretofore insisted on, and then, for the first time, given up by her.

Notwithstanding these defects, the essay shows signs of considerable information, and contains much matter of history not generally known, bearing more or less directly on belligerent rights at sea.

A Pocket Digest of Stamp Duties, being a Supplement to the Sixth Edition of the Digest of Stamp Duties and of Judicial Decisions, by T. B. VACHER, *containing the Stamp Act of* 1870, *with Notes and Index. The Duties unaffected by the Act of* 1870, *Special Exemptions, &c., the Stamp Duties Management Act*, 1870, *the Inland Revenue Repeal Act*, 1870. By GUALTER C. GRIFFITH, of the Inner Temple, Barrister-at-law, and of the Inland Revenue Department. London: Vacher & Sons. 1871.

This is an humble, but very useful publication. The notes are not notes of decisions, but of explanation and collation. As a pocket edition of the current stamp legislation, well arranged, it will be very servicable to solicitors.

COURTS.

COURT OF CHANCERY.

MASTER OF THE ROLLS.

Feb. 15.—*Jarvis* v. *Allen; Allen* v. *Jarvis.*

Procedure on Adjournment from Chambers.

This was a summons to vary the Chief Clerk's certificate made in both suits. After disposing of the various points for decision,

Lord ROMILLY, M.R., said.—I cannot part with this case without making some remarks on a system which seems to be growing up in this court, and which leads to very injurious results, in the taking of accounts, a subject which forms so large a portion of our duties. It is this—parties instead of bringing forward their case before the Chief Clerk, submit at once to any expression of opinion or opposition from the other side without discussion, and then bring the items before the Court, and then contest and discuss them in court, sometimes without even mentioning them in the summons. By this course the opposite side is taken by surprise, and, unless allowed to adduce fresh evidence, which would have been done had the matter been previously discussed in chambers, they are seriously injured. In addition to this, besides bringing forward the precise items they seek to maintain or to object to, they put in some general sweeping objection at the end, and under it they bring forward anything they please, of which the opposite side has not, and cannot have, any previous knowledge. The consequence of this is, that counsel are kept being fed in court with instructions from the professional client, as occasion requires it, and that reckless assertions are made, and met by as reckless contradiction, and that a continual system of bickering and wrangling goes on, unbecoming to any court of justice, which necessarily leads to great waste of time, and probably occasionally to injustice. In such cases, the judge is placed in a very painful situation, and a very false position, and amidst the assertion of counsel on the one side, and the denial on the other, is obliged to refer to the chief clerk for accurate information, when he finds that the whole matter is new to him and that if it was ever mentioned, it was not so mentioned as to induce him to imagine that any serious point was made of it. It would be very easy to stop the whole thing, require the whole matter to stand over till the precise objections and claims were defined, and to require objections in writing to be laid before the chief clerk before the certificate is signed, and not to allow any others to be opened; but if that strictness were adopted, it would often, in case of accident, lead to injustice, and the matter itself is, as it professes to be, not an appeal, but an adjournment into court of the matter in chambers. I am obliged, therefore, to take another course, which is this—in order, as far as I can, to restrain the unseemly contentions that arise in consequence of this practice, I shall for the future make the party who brings forward a case in this manner pay the costs of so much of it as is brought forward for the first time, whether it is one on which he fails or succeeds, and see if by this means I can stop the assertions, contradictions, and qualified reiterations of facts not in evidence, which, as in this case, have impeded the course of justice in this court. I have now sat here for nearly twenty years. It is only during the last two or three years that this system of altercation has prevailed, and I make it my personal request to the Bar, both for their own sakes and for the due administration of justice, that they will assist me in my endeavours to repress it for the future.

COURT OF BANKRUPTCY.

(Before Mr. Registrar SPRING RICE, acting as Chief Judge.)

Feb. 11.—*In re Tatham.*

Solicitor and client—Notice of motion.

This was a motion for the removal of a public accountant from his office of receiver upon the grounds (1) that the affidavit used in support of the appointment was untrue; and (2) that the appointment was unnecessary and contrary to the wishes of several of the creditors.

Bagley, in support of the motion.

McNeill, for the debtor.

Reed, for the receiver, raised a preliminary objection as to the notice of motion, on the ground that it did not disclose the names of the persons on whose behalf the motion was made. It was signed, he said, by Mr. Lamb, "attorney in the matter of these proceedings," but without disclosing the names of Mr. Lamb's clients. Obviously, as a matter of convenience, and in the interests of justice, it was desirable that a person called upon to oppose a motion should know at whose instance and on whose behalf that motion was made. How would it be possible to make any order for payment of costs upon this motion except by Mr. Lamb himself?

Bagley contended that the affidavits filed in support of the motion, and served upon the other side, sufficiently disclosed the names of the creditors at whose instance the motion was made.

McNeill urged, in addition, that rule 50, under which notice was given, did not require a statement of the parties moving.

Mr. Registrar SPRING-RICE.—How would the order be framed? Would it not be drawn up on hearing counsel on behalf of so-and-so—stating the names?

McNeill.—The names may very properly be stated in the order, but it is submitted that it is unnecessary to give them in the notice of motion.

Mr. Registrar SPRING-RICE.—The notice of motion in this case is clearly informal. It should have stated the names of the persons on whose behalf the application was made; and the signature by Mr. Lamb, "attorney in the matter of these proceedings," is insufficient. The notice must be amended. No order as to costs.

Solicitors, *Lewis, Munns, & Co.; Lamb.*

COUNTY COURTS.

NORTHAMPTON.

(Before ELLIS M'TAGGART, Esq., Judge.)

Feb. 8.—*Hutton* v. *Marriott and Marriott.*

Married Women's Property Act (1870).

Action for salary and for wrongful dismissal against two married women trading as iron-founders separately from their husbands, both of whom resided at a distance.

Held, that the Act does not by any admissible implication enable a married woman trading separately from her husband to be sued upon any contract.

In this case the defendants had pleaded coverture.

Mr. M'TAGGART gave the following judgment:—In this case the plaintiff claimed £31 6s. 2d. for salary and for

wrongful dismissal by the defendants. Both defendants pleaded coverture; and I took time to consider whether that plea was good. The question turns upon the construction of the Married Women's Property Act, 1870 (33 & 34 Vict. c. 93), ss. 1 & 11. It was admitted, for the purposes of the present question, that both defendants were married, that they were together carrying on the trade of iron-founders separately from their husbands, both of whom were residing in another part of England, and that the plaintiff had been engaged by them as their book-keeper for the purposes of that trade. It was contended for the plaintiff that, under these circumstances, the defendants were, under the Act (which came into operation on the 9th August, 1870), liable to be sued in respect of all contracts entered into by them with him, subsequently to the Act, as if they had been *femes sole*, and that the plea of coverture was therefore bad.

[His Honour then read the 1st and 11th sections of the Act.]

Does or does not this last section, in addition to conferring upon her the power to sue for earnings actually acquired in her separate occupation or trade, impose on her the liability to be sued upon contracts entered into by her either directly in respect of, or incidentally to, the occupation or trade out of which those earnings spring? The obvious anomaly and inconvenience arising from a right to sue, under these circumstances, unaccompanied by any correlative liability to be sued, make it difficult to believe that the Legislature did not intend to impose it. Yet, on the other hand, the words of section 11 are so narrow, that it seems impossible to construe them as imposing this liability, whether intended or not, without unduly straining them, and indeed, looking at some of the other provisions of the Act, without disregarding altogether the rules which govern the construction of statutes.

I have already alluded to two classes of contracts which it may be necessary for a wife, carrying on an occupation or trade separately from her husband, to make; contracts directly in respect of the occupation or trade, and contracts (like that in the present case) not with the persons employing or trading with her, but with other parties, incidentally to such occupation or trade. Section 11 does not seem to contemplate actions upon contracts of the latter description at all; nor, indeed, actions upon executory contracts of any kind. It apparently does not go farther than to give the wife power to sue for money due in respect of services actually rendered, or goods actually sold and delivered, or bargained and sold, in the course of trade. It would not, so far as I can see, enable her to claim, in her own name, damages for breach of a contract to employ her, or for non-delivery of goods ordered by her in her trade. The inconvenience and injustice, both to herself and to others, arising from such a restriction of her privilege, are patent. But even as to those transactions in respect of which section 11 does give her the power to sue, is she under any correlative liability to be sued? It is most unjust if she be not. Unless she be, no one is. Before the Act (unless the wife were trading as a *feme sole* under the custom of London, as to which see the Liber Albus; *Caudell* v. *Shaw*, 4 T. R., 361; *Beard* v. *Webb*, 2 Bos. & P. 93; *Lavie* v. *Phillips*, 3 Burr., 1776) the husband might, in some cases, have been held liable on his wife's contracts in the separate trade, upon the presumption that she was acting as his agent, if it appeared that he was not only aware of the separate trading, but derived a benefit from the profits. (See *Petty* v. *Anderson*, 3 Bing. 170; *Langfort* v. *Tiler*, 1 Salk. 113). But such presumption no longer arises, in any case, now that the husband can derive no advantage from the separate trade except by the permission of the wife. He cannot adopt or enforce her contract for his own benefit; and therefore cannot be sued upon it. If the wife, therefore, be not liable, the person in whose service she gains her money, or with whom she trades, though liable to her for her earnings, could not set off, or bring an action upon, a cross claim even arising upon the very contract under which she sues; but must be content to deal with her for ready money only. Yet section 11 certainly does not not expressly impose on her any liability "to be sued." Does it, then, impose it by implication? That is not at all events, the usual and proper mode of effecting a new and important change in the law. In all the instances which I can call to mind where the object of a statute has been to give a fresh right to sue, coupled with the correlative liability to be sued, the obvious and proper words, "suing and being sued" have been used. I may mention one especially, the Divorce and Matrimonial Causes Act, 1857 (20 & 21 Vict. c. 85), s. 21 of which enacts that, where a wife deserted by her husband has obtained an order of protection against him, she shall, "during the continuance thereof, be and be deemed to have been, during such desertion of her, in like position in all respects, with regard to property and contracts, and suing and being sued, as she would be under this Act if she obtained a decree of judicial separation;" that is, by sections 25, 26, "as a *feme sole* with respect to property of every description which she may acquire or which may devolve upon her," and "for the purposes of contract, and of wrongs and injuries, and suing and being sued in any civil proceeding." It would have been well if, in the present Act, language as full and as precise had been used to define the extent of the privileges and liabilities intended to be conferred by section 11. Still, however, that section might, perhaps, though not, I think, without some degree of violence, have been construed as imposing this liability by implication, but that, unfortunately, the following section does, in express words, make the wife liable "to be sued" in another case, viz., for antenuptial debts, if she has been married since the Act. Under the rule, therefore, *expressio unius est exclusio alterius*, it must be presumed that the Legislature did not intend to impose the liability except in the one case expressly provided for. It is, no doubt, all but impossible to presume this except in the legal sense of the word. But a Court of Law, in interpreting a statute, has no right to presume any intention but that which the language of the whole Act, taken together and construed according to its reasonable meaning, will support; or to strain that language because, apart from the Act, it may be thought that something more must have been, or because it is even known as a matter of fact that something more was, intended. It is for the Legislature to carry out its intentions by proper and sufficient legal language. If the language is insufficient, or if there be a *casus omissus*, it is for the Legislature, not for the Court, to supply the defect.

There is yet another difficulty in the way. Even supposing that the effect of the Act is to impose this liability upon the wife, and that a judgment could be obtained against her, in what mode could it be enforced? The husband's property is clearly not liable. What is there in the Act to make the wife's separate property liable? By section 1 her earnings in the separate employment, occupation, or trade, and all investments of them, "shall be deemed and taken to be property held and settled to her separate use." Under this section such property is liable only as her separate property would have been before the Act; that is, in equity only, and, even so, subject to certain qualifications and restrictions. (See *Johnson* v. *Gallagher*, 9 W. R. 506; 3 D. F. & G. 515; 30 L. J., Ch. 298.) Moreover, as sections 12, 13, and 14 do expressly make her separate property liable at common law, for the first time, in other cases, it must be presumed, under the rule which I have already mentioned, that the Legislature intended such property to be liable at common law in those specified cases only, and therefore not in this. And, if so, it may not unfairly be contended that the Legislature would not have imposed a common law liability without also providing the means of enforcing it at common law.

These difficulties stand still more strongly in the way of holding a married woman, carrying on an occupation or trade separately from her husband, liable upon a contract of the second kind which I mentioned; not one out of which her earnings directly spring, but one entered into by her, as in the present case, only incidentally to the occupation or trade, with some third person. The Act, as it seems to me, gives her neither the power to sue nor the liability to be sued upon such a contract. The case, as I have already said, does not appear to have been contemplated at all. In fact, the cause of all this ambiguity and uncertainty is to be found in the history of the Act; in the discussions which attended its passage through each House, and in the amendments which were the result of those discussions. The Act, as originally passed by the House of Commons, gave much more extensive rights to married women, as against the world at large, coupled with more extensive liabilities; and defined both in clear and precise language. The framers of the amendments in the House of Lords appear to have intended to cut down these new rights of the wife to the bare privilege, as against her husband, of claiming and possessing, free from his intervention or control, her earnings in any employment or trade carried on separately from him; a mere protective privilege,

in short, very much the same as that given under the sections of the Divorce Act to which I have already referred. And the framers of the amendments appear to have had principally in view the protection of the earnings of wives belonging to the lower classes; persons whose trade or occupation would be an humble one, and whose claim for earnings was not likely to be met by any cross claim on the part of those who dealt with or employed them. Hence may have arisen the absence of distinct provisions as to their right to enforce contracts other than the coutract out of which the earnings arose, or their liability upon any contracts between themselves and persons dealing with or employing them, or between themselves and other parties; provisions the absence of which (inasmuch as the husband's possible rights and liabilities have been put an end to) would go far to diminish the value of the privilege as regards a married woman of the better class, whose means of credit, and whose power, therefore, of trading, will be much curtailed if she cannot (as under the custom of London) be "bound as a single woman as to all that concerns her said craft." (See the Liber Albus, Riley's translation, 1861.) I cannot, however, with every wish to do so, satisfy myself that the language of section 11 is wide enough to impose this liability, especially in the face of those other provisions in the Act which I have already mentioned as raising a presumption the other way. I therefore very reluctantly hold that the plea of coverture is good. Considering the difficulty and doubt which attend the point, I shall not saddle the plaintiff with costs. I trust that my decision may not be accepted as final upon a question of so much importance; but that the effect of the Act may be decided on appeal by one of the courts at Westminster and that, if the view which I have felt myself compelled to take be held correct, the inconsistency and injustice of the Act as it now stands may be removed by further legislation.—Judgment for the defendants.

HEREFORD.

(Before J. W. SMITH, Esq., Q.C., Judge.)

Feb. 3.—*Osborne* v. *Neville.*

Action to recover value of labour, for seed, and manure, alleged to have been expended by plaintiff on a farm now occupied by the defendant, and the benefit of which seed and labour plaintiff alleged the defendant had had.

Mr. Garrold said he appeared for the defendant in this case, and he had been directed by his client to have it tried by jury. Accordingly, he had attended at the office for the purpose of giving notice to that effect, and, at the same time, tendered the usual money, 5s., for the jury; but was informed by the registrar that his Honour had issued an order to the effect that no jury should be summoned unless 50s had been deposited, instead of 5s. Under these circumstances he had arranged with the attorney on the other side that the case should stand over, in order that application might be made to-day concerning that order. He would first of all ask his Honour, therefore, whether any such order had been made by him, and, if so, whether it was his intention to insist upon its standing.

Mr. J. W. SMITH.—I have this week directed a circular to be sent to my registrars, or to those of them whom I have not seen personally, in these words:—"In accordance with the decisions of other judges on the Jury Act I shall require ten shillings to be paid to each of the jurymen concerned in any case. Please to inform any person applying for a jury of this." Judge Daniel, Judge Turner, Mr. Commissioner Kerr, and others, who have been consulted on the matter, were all unanimous that the Jury Act applies to county courts; and, though I am not bound by their decision, I should pay a deferential respect to the decisions of any of my learned brethren. I may say, however, that my own opinion completely coincides with theirs.

Mr. Garrold.—Then it would be useless for me to attempt to argue upon the Jury Act.

Mr. J. W. SMITH.—Quite useless. Judge Daniel went into the matter fully. It was upon a circular addressed by the Government to the registrars; but notwithstanding that, he decided in favour of the payment of the 50s.; and he is the highest authority we have on the county court bench.

Mr. Garrold.—Then it would be useless to attempt to argue before your Honour that the 10s. payment does not apply; but in this case the question will have to be raised whether it does apply or not. Therefore, I shall deposit the money in court for the purpose of raising that question. I shall then wait to see whether, when the trial comes on, a jury has been summoned, and unless it has been then I shall refuse to try the case. That will raise the question.

Mr. J. W. SMITH.—Only it is a sad pity that five gentlemen should be called here to no purpose.

The Registrar.—They would not be summoned. The direction is for the deposit to be made in the first instance; and the consequence will be, that not having been made, when the trial comes on there will be no jury here.

Mr. Garrold.—Well I must put up with that. I must wait to see.

APPOINTMENTS.

Mr. JACOB WALEY, barrister-at-law, has been appointed one of the conveyancing counsel to the Court of Chancery, in succession to the late Mr. W. Hayes. Mr. Waley was educated at University College, London, where he graduated B.A. in 1839, taking the first place in classics, and gaining a scholarship in mathematics; he took his M.A. degree in the following year, when he was awarded a medal; and was called to the bar at Lincoln's Inn in November, 1842. Mr. Waley's reputation as a conveyancer, and, we may add, as an editor of "Davidson's Precedents," renders his appointment a matter on which the public and the profession may congratulate themselves.

Mr. MONTAGUE BERNARD, barrister-at-law, Professor of International Law at the University of Oxford, has been appointed a Member of the Commission to assemble at Washington to investigate the *Alabama* and other claims now pending between England and the United States. Mr. Bernard was educated at Trinity College, Oxford, where he graduated in 1842 (1st class in classics, 2nd class in mathematics). He became Vinerian Fellow in 1852. Mr. Bernard was called to bar at Lincoln's Inn in May, 1846, and practised for some time at the Chancery bar, but in 1859 he was appointed first Chichele Professor of International Law and Diplomacy, and in the same year was nominated assessor of the Chancellor's Court of the University. The Chichele Professorship of International Law was founded by the ordinance of the University Commissioners of 1854, relating to All Soul's College, and endowed with the emoluments of five suppressed fellowships, on a stipend of £750 a-year from its revenues. The election of the professor is in the hands of the Visitor and Warden of the College, the Lord Chancellor, the Judge of the Court of Admiralty, and the Secretary of State for Foreign Affairs.

Mr. HENRY COURT, barrister-at-law, has been appointed Puisne Judge of the Island of Trinidad. Mr. Court was called to the bar at the Middle Temple in January, 1844, and has been for many years a member of the bar of that island, and has served as a non-official member of the Legislative Council of the colony.

Mr. GEORGE EDWARD DIGBY, solicitor, of Maldon, Essex, has been appointed Town Clerk of that borough, in the place of his father, Mr. G. W. Digby, who has resigned. Mr. G. E. Digby has also been nominated Clerk to the Borough Justices of Maldon, in succession to his father, who has held the office for 35 years. The new town clerk was certificated in 1851, and has hitherto been in partnership with his father, under the style of Digby & Son.

Mr. FRANCIS TREGONWELL JOHNS, solicitor, of Blandford, Dorset, has been appointed by the High Sheriff of Dorset (John Tregonwell, Esq.), to be Under-sheriff for the ensuing year. Mr. Johns, who is Deputy Registrar of the Court of the Archdeacon of Dorset, and also filled the office of under-sheriff last year, under the shrievalty of Hector Munro, Esq., was certificated in 1843. In his younger days he was known as an excellent cricketer, and was one of the principal members of the old East Dorset Club.

Mr. GEORGE JAMES ANDREWS, solicitor, of Dorchester, has been appointed by the high sheriff of Dorset to be County Clerk during his year of office. Mr. Andrews, who was certificated in 1834, is a member of the local firm of Andrews & Pope, and holds the office of clerk to the justices of the division of Cerne, besides other local appointments.

Mr. GEORGE BRASH WHEELER, of 37, Bedford-row, has been appointed a London Commissioner to administer oaths at common law.

Mr. REUBEN GINN, of St. Ives, Huntingdon, has been appointed a Commissioner to administer oaths in Chancery.

GENERAL CORRESPONDENCE.

*** Correspondents are again reminded that we do not insert anonymous letters.

Legal Education.

Sir,—For the last few days the subject of legal education has been the leading topic of some of the public journals. I cannot let this opportunity pass away without expressing my humble opinion on a subject which affects the whole population of India. The main question turns entirely on the qualification of the unfortunate covenanted civil servants to hold judicial appointments in India. It is true that the majority of them are utterly ignorant of the laws which they may, after a service of a few years, be called upon to administer when they are made district judges. While admitting this to be true, I cannot ignore the fact of the honourable exceptions to be found in all Presidencies.

The subject of Hindoo and Mahomedan laws are so complicated that it is difficult for a foreigner to acquire a complete knowledge of those laws.

The scheme laid down by the Civil Service Commissioners requires an elementary, or what may properly be termed a smattering of Hindoo laws; and to accomplish this task no difficulty can present itself in the way to any one.

The ground upon which a modification of this system may be advocated is, that the members of the Civil Service when they enter the service are for some years confined to the magisterial offices, which precludes them from either improving or bringing to practice the little they were compelled to acquire during the period of probation to enable them to get their commission. Thus there is no reason to suppose that perfection can be effected to enable them to discharge their judicial functions satisfactorily when they may be called upon to do so.

The difficulty seems to be not so great at present as it was some years ago, when these appointments were exclusively held by Englishmen, for two reasons—1. There are at present, comparatively speaking, a large number of native gentlemen who have passed the open competition, and who, in course of years, will, I feel sure, be raised to the offices of district judges. 2. The Secretary of State for India is about to or has passed an order which will give an opportunity to those deserving native gentlemen to hold such appointments, and who, unfortunately, cannot come over to this country lest they should be considered to have violated the rules of caste. As to those who may take the commission little fear need be entertained as to any deficiency they may possess in Indian laws, for they could easily master them.

The only class of gentlemen in whom this marked deficiency can any longer exist are the Europeans, and in their case, if the commissioners resolve upon their attending certain courses of lectures, and pass two examinations, one a preliminary and the other a final, making the latter a little more searching than the former, I think there will be no cause for complaint; and to give them an opportunity of studying the Hindoo laws carefully, it is of the highest importance that the examination in those laws should be held separately, and not be mixed with the English examinations—a system which operates, doubtless, very hardly upon the students.

With regard to those who do or may eat their terms in the different Inns of Court, they are compelled to pass an examination if they seek remission of four terms, and those gentlemen whose object it may be to seek such remission do, I hear, attend the lectures and classes of the reader on Hindoo law, &c., to pass the examination in that branch.

I have also heard that it is now under consideration with the benchers whether it would not be expedient to make the attendance of lectures and private classes of the reader in Hindoo law, &c., compulsory on every one whose intention it may be to practise in India, notwithstanding they keep twelve terms in the absence of a certificate of having passed the examination held by the Council of Legal Education. This step, if adopted, would certainly be attended with very beneficial results, and a similar adoption by the Commissioners of the Civil Service would, I feel persuaded, place the entire system on a better and more satisfactory footing than exists at present.

As this is a subject in which both England and India are deeply interested, I hope you will oblige me by giving insertion to this at your earliest convenience.

A Hindoo.

Married Women's Property Act—Husband Pledging Wife's Separate Property.

Sir,—A married woman, from her own earnings, purchased a shawl after the passing of the Act 33 & 34 Vict. c. 93, which, by section 1, is enacted to be her own property.

Her husband, without her knowledge or consent, and against her will, pledged her shawl. By section 11 it is provided that she shall have in her own name "the same remedies both civil and criminal" against all persons whomsoever for the protection of her property as if she were unmarried woman.

Is it your opinion that "all persons whomsoever" includes the husband, notwithstanding his comnon law rights and that he was living with her at the time the shawl was pledged?

Can he be convicted under 39 & 40 Geo. 3, c. 99, s. 32? on complaint of his wife.

Can a man be convicted under this statute of stealing his wife's separate property? G. C. M.

Feb. 11.

[It sounds oddly to say that a woman might obtain a conviction against her *husband* under an enactment protect-her property as if she were *unmarried*; but we imagine that "all persons whomsoever" must be taken to include the husband. It is very possible, however, that until this new law has been digested in the minds of the baser of the lieges—who, as Blackstone says, speaking of the somewhat kindred topic of wife-beating, have a great reverence for the common law—there would in general be an absence of *animus furandi*, which would prevent a conviction in most cases, for a man could hardly be convicted of stealing that which he believed to be his own.—Ed. S.J.]

Forfeiture.*

Sir,—It appears to me that, notwithstanding the Act 33 & 34 Vict. c. 23, forfeiture of property to the Crown still occurs in these cases:—(1) Outlawry; both land and goods. (2) Premunire; land and goods. (3) Misprision of treason; land and goods. (4) Striking in the Superior Courts in Westminster Hall; goods and profits of land during life. (5) Drawing a weapon upon a judge presiding there; the same. (6) Flight on an accusation of treason or felony; goods. (7) Where a felon is killed either in the robbery or by resisting in order to escape; goods. (8) Goods which a felon leaves in his flight. True, that in these cases the forfeiture is not now insisted on, but still, so far as I can learn, there appears to be nothing which would prevent the Crown claiming its rights if so disposed.

A Country Solicitor.

The Oldest Solicitor on the Rolls.

Sir,—In the obituary of your journal of Feb. 11, I observe that you speak of the late Mr. Wilde as the oldest solicitor on the roll. Will you allow me to inform you that Mr. Philip Moysey Little, of the firm of Messrs. Little, Wooleombe, & Venning, of this town, was also admitted in Hilary Term, 1810, which I see is the date of the admission of Mr. Wilde. A Subscriber.

Devonport, Feb. 15.

Re Sweet.†

Sir,—Observing a report of an application to the Court in this matter in which my name is mentioned, I shall be obliged by your assigning me sufficient space for the insertion of this letter. Had notice been given me I should have filed an affidavit which would have put a very different construction on the case, the application being entirely *ex parte*. From circumstances which occurred I consider I was perfectly justified in issuing the circular, though it was not my intention to cast imputations upon the solicitor or any one else concerned for the debtor. I attended the meeting on behalf of those creditors whom I represented, and my resolutions to the effect the estate should be vested in a representative of the creditors were carried.

W. L. Clifton Browne.

16, Moorgate-street, E.C., Feb. 16.

Major-General Sir H. K. Storks, who has just been elected M.P. for Ripon, is a son of the late Mr. Serjeant Storks.

* *Ante* p. 271. † *Ante*, p. 269.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Feb. 10.—*Bankrupt Peers.*—Lord Granville, in reply to questions by the Duke of Richmond and Lord Westbury, intimated that the Government contemplated bringing forward a bill, not to affect the liability of peers to bankruptcy, but to deal with the sitting and voting of bankrupt peers in the House of Lords.

Ecclesiastical Dilapidations.—The Archbishop of Canterbury introduced a bill, stating it to be identical with his bill of last year.

Feb. 13.—*Resignation of Benefices.*—The Bishop of Winchester again brought in this bill.

HOUSE OF COMMONS.

Feb. 10.—*The New Law Courts.*—Mr. G. Gregory asked the First Commissioner what was the cause of the delay in commencing the building of the new Courts of Justice.—Mr. Ayrton was not surprised at the question, considering the interest taken in the subject, and considering also the statements that had been persistently made during the recess, that, in consequence of his dislike and opposition to the present scheme for the new Law Courts, he had used his influence to prevent the erection of the building. The fact was that, although the House had disapproved the scheme of the hon. and learned member for Richmond (Sir R. Palmer), which would have involved an expenditure of £3,250,000 in place of the sum originally contemplated—namely, £1,500,000, it was not till a few months ago that the hon. and learned gentleman consented to make a radical change in his plan. When that change was made and approved by the Commission, and by them submitted to him (Mr. Ayrton), almost immediately afterwards he took the necessary steps for carrying it into effect. The first question he had to consider was what was to be the duty of the architect who should be responsible to Government and to Parliament for carrying out the plan within the sum that Parliament had thought fit to provide. It was not till the end of September that a formal contract was made with the architect clearly defining his duties and his relation to the office of works for the proper discharge of what he had to perform. Thereupon directions were given to him to prepare a sketch plan, which it was impossible for him to do before the 1st of January last. The complete plan would be ready in July next. In order to further the work he had requested the architect to prepare in anticipation specifications of the foundation, so that these might be gone on with even before the specifications of the superstructure were complete. Tenders were invited for this part of the work, on condition that it should be completed by September next; but more time having been unanimously required, the contractors were allowed until the 1st of February. Notices also had been given for obtaining the additional land required. Apart, however, from the additional expense incurred on this account, the building, he believed, would be completed at the cost originally stated of £750,000, and he ventured to assert that it would be more useful, and better in every respect, than it would have been if the vast expenditure checked by the Government had been incurred.

Marriage with Deceased Wife's Sister.—Mr. T. Chambers brought in this bill.

Sunday Trading.—Mr. T. Hughes brought in a bill.

Feb. 13.—The *Jury Act.*—Mr. Lopes asked the Attorney-General whether his attention had been drawn to the difficulties which would arise at the approaching assizes in respect of the payment of jurors under the provisions of the Jury Act passed last session, and the insufficiency of the funds available for such payments; and whether it was the intention of the Government to adopt any means to obviate such difficulties; and whether the Government proposed to introduce a measure for the amendment of the jury system.—The Attorney-General said the Act referred to had been under the consideration of her Majesty's Government, and although he believed the measure on the whole to be a good one, great objection had undoubtedly been raised to one of its clauses, which related to the payment of jurors. It was questionable, indeed, whether that particular clause was sound in principle, and he had himself some doubt whether parties ought to be taxed for the payment of jurors, because it was a question whether, if jurors were to be paid, they ought not to be paid by the State. The clause in question had given rise to considerable difficulty in Westminster Hall, and would in all probability occasion still greater inconvenience on the circuit. Under these circumstances, he proposed to introduce a short bill to repeal this particular clause in the Act, and it would be a question whether some better machinery could not be devised in its place.

Mines Regulation and Inspection.—Mr. Bruce brought in a bill.

Merchant Shipping Bill.—Mr. C. Fortescue re-introduced the bill of last session.

Permissive Prohibitory Liquor Bill.—Sir W. Lawson re-introduced his bill of last year to enable owners and occupiers of property in certain districts to prevent the common sale of intoxicating liquors within such districts.

Clerks of Justices.—On the motion of Mr. Russell Gurney, a return was ordered of all the counties, ridings, divisions of counties and boroughs in England and Wales in which the clerks of the justices were still paid by fees instead of salaries.

Women's Disabilities.—Mr. Jacob Bright brought in a bill to remove the electoral disabilities of women, explaining that his object was to enable women who possessed the legal qualifications to vote in Parliamentary elections.

Coroners.—Mr. Goldney again brought in a bill to amend the law relating to the election and office of coroners.

Feb. 14.—*Habitual Drunkards.*—Mr. Dalrymple brought in a bill which he said was only very slightly different from his bill of last year.

Trades Unions.—Mr. Bruce brought in a bill.

Ecclesiastical Titles Act Repeal Bill.—The Attorney-General brought in a bill, stating it to be similar in terms to that of last year.

Local Rating (Charities Exemption) Bill.—Mr. Muntz brought in a bill to exempt charities.

County Property Bill.—Mr. Sackville brought in a bill to vest county property in the Clerk of the Peace.

County Courts (Jurisdiction and Procedure) Bill.—Mr. Norwood brought in a bill to extend the jurisdiction and amend the procedure of the county courts.

Game Bill.—Mr. Hardcastle brought in a bill to amend the laws relating to game.

Enclosure Law Amendment Bill.—Mr. Shaw Lefevre brought in a bill to amend the law relating to enclosure of commons and to provide for the management of commons situate near towns.

Feb. 15.—*Marriage with Deceased Wife's Sister Bill.*—Second reading carried by 125 to 84.

Middlesex Registry Bill.—M. G. Gregory brought in a bill for discontinuance of registration, stating it to be framed in accordance with the recommendation of the Land Transfer Act Commissioners.

Private Chapels Bill.—Mr. Salt brought in a bill to amend and to define the law relating to private chapels, and to chapels belonging to colleges, schools, hospitals, asylums, and other public institutions.

Public Prosecutors Bill.—Brought in by Mr. Russell Gurney.

Juries Act (1870) *Amendment Bill* (to repeal section 22 of the Juries Act, 1870).—Brought in by the Attorney-General.

Feb. 16.—The *Juries Act* (1870) *Amendment Bill* was read a second time.

Tribunals of Commerce Bill.—Mr. Whitwell brought in a bill to establish tribunals of commerce,

Registration of Voters Bills.—Both Sir C. Dilke and Mr. Brand brought in bills.

The annual dinner in aid of the funds of the Law Writers' Provident Institution took place on Friday week at Radley's Hotel, Mr. J. F. Isaacson, solicitor, in the chair. This society was founded in 1842 for the purpose of encouraging prudent habits among the London law writers. The list of subscriptions announced by the secretary amounted to £146.

The annual meeting of the Inns of Court Clerks' Library was held on Friday week at the Law Institution, under the presidency of Mr. W. R. Grove, Q.C. A subscription of 5s. a-year entitles each clerk to one volume at a time, and by a new rule now made two volumes may be had for 7s. 6d. Mr. J. Macgregor (Rob Roy) moved the adoption of the report, and the Hon. G. Denman and Mr. G. Chance (magistrate) were re-elected, with four barristers' clerks, members of the managing committee. Mr. Grove made a capital speech on reading and how it should be done.

OBITUARY.

MR. J. GREENWOOD, Q.C.

Mr. John Greenwood, Q.C., solicitor to the Treasury, died at his residence in Chester-square, on the 12th February. He was the third son of the late William Greenwood, Esq., of Brookwood Park, Hants, and was born in the year 1800. He was educated at Eton, and afterwards proceeded to Jesus College, Cambridge, where he graduated B.A. (13th wrangler) in 1822. In February, 1828, he was called to the bar at Lincoln's-inn, but subsequently migrated to the Middle Temple, and for some years went the Western Circuit. He held the Recorderships of Portsmouth and Devonport in succession, and was created a Queen's Counsel in 1849 (in the same year that Sir Roundell Palmer received his silk gown), being soon after elected a bencher of the Middle Temple. In 1851 he was appointed one of the solicitors of the Treasury, but since the death of Mr. H. R. Reynolds he has been the sole occupant of that office, which is worth £2,500 per annum. Mr. Greenwood married, in 1835, Fanny, daughter of William Collyns, Esq., of Kenton, Devon, by whom he leaves a family. He was the proprietor of the Broadhanger estate, in the county of Hants, which is inherited by his eldest son, Mr. Charles William Greenwood, who was born in 1847.

MR. W. PAITSON.

Mr. William Paitson, solicitor, of Whitehaven, Cumberland, died there on the 29th January, at the age of 44 years. Mr. Paitson underwent his legal training at Cockermouth, and was admitted in 1848; he practised for some time at Cockermouth before settling at Whitehaven, whither he removed about the year 1853. At Cockermouth he officiated as secretary to the Reform Association, but on removing to Whitehaven he transferred his political services to the Conservative party, by whom he was appointed chairman of the committee for promoting Mr. Bentinck's candidature in the contested election for 1868. Some years ago he was elected one of the trustees of the Whitehaven Harbour Board, and succeeded Mr. Lamb as chairman of the board, which position he occupied at the time of his death. He promoted the formation of the new Iron Ship-building Company, and was an active member of its board of directors. For some time he was chairman of the Whitehaven Board of Guardians. As a solicitor, he was legal adviser to the local building society, and in addition to his professional business he carried on the Old Brewery as sole proprietor.

MR. R. WELLS.

Mr. Robert Wells, solicitor, and town clerk of Kingston-upon-Hull, died there on the 6th of February, aged 57 years. Mr. Wells had been ailing since July, 1869, but seemed to be latterly progressing towards recovery, so that his death was rather unexpected. He was early in life articled with the legal firm of England & Shackles, of Hull, and was admitted in 1835. Whilst still a young man, he was elected clerk to the Hull Board of Guardians, and was also secretary to the Sculcoates union for the prosecution of felons, and to the Hull and Barnsley Railway Company. In 1852, on the formation of the Local Board of Health, he was elected Law Clerk to that body, which office he held until 1858, when he was appointed Town Clerk of Hull, on the retirement of Mr. Thomas Thompson. He continued to perform the duties of Town Clerk till a few months ago, when, in consequence of ill health, the Town Council sanctioned the appointment of Mr. John Getting, his partner, as deputy Town Clerk. Mr. Wells was a member of the Yorkshire Law Society, and also of the Metropolitan and Provincial Law Association.

MR. H. HARROD, F.S.A.

Mr. Henry Harrod, solicitor, and professional antiquary, of Victoria-street, Westminster, expired at his residence at Clapham on the 24th January. Mr. Harrod was a native of Aylsham, in Norfolk, and was certificated in 1838, when he commenced practice in the city of Norwich, where he resided for many years. He was best known, however, by his devotion to antiquarian pursuits, and was the author of numerous contributions to the Transactions of the Norfolk and Norwich Archæological Society, of which he was formerly one of the honorary secretaries. His chief work of this nature was entitled "Gleanings from the Castles and Convents of Norfolk," which gave evidence of careful research and sound critical judgment. Mr. Harrod was also remarkable for his skill in deciphering old documents, and he was employed in arranging the records of Norwich, Lynn, and others boroughs. While resident at Norwich, he acted as local secretary to the Society of Antiquaries, of which he was a fellow; he was also a corresponding member of the New England Historic and Genealogical Society. About 1863 he settled at Marlborough, in partnership with a Mr. Holloway, but more recently removed to London, where he carried on business as a professional antiquary.

MR. G. COOPER.

Mr. George Cooper, solicitor, of East Dereham, Norfolk, died there on the 27th of January, having attained the advanced age of eighty-three years. Mr. Cooper was certificated as a solicitor as far back as the year 1809, and had for upwards of sixty years—first in conjunction with his late brother, Mr. Edmund Cooper, and since with his sons, the late Mr. Henry Roberts Cooper and Mr. George Halcott Cooper (who survives him)—been in practice at Dereham, where he was much esteemed.

SOCIETIES AND INSTITUTIONS.

LAW LIFE ASSURANCE SOCIETY.

The annual meeting of the proprietors of this society was held at their office, Fleet-street, on Wednesday; Mr. Basil Thomas Woodd, one of the directors, presided. There was a moderate attendance of shareholders.

The first business transacted was the appointment of five scrutineers to inquire into the qualifications of the gentlemen to be proposed as directors.

The CHAIRMAN expressed the regret he felt at the loss the society sustained in the death of two of the directors, the late Mr. Edward Foss and the late Mr. William Murray. The former was the oldest director but one on the board, having served upon it for a period of thirty-five years, and to the very last he was most regular in his attendance and most assiduous in the performance of his duties. His long experience and great knowledge made him a very valuable member. As to Mr. Murray, he had only been a director for eight years, but he was very useful and vigilant upon the board, and his loss was to be regretted. The Chairman then proposed that Mr. William James Farrer, of Lincoln's-inn-fields, who had been duly nominated, be appointed a director in the place of Mr. Foss. Mr. Farrer was, no doubt, well known to most of them, and eminently qualified for the office he sought to fill.

The proposition was seconded by Mr. F. T. BIRCHAM, and carried *nem. con.*

The CHAIRMAN further moved that Mr. Clement Francis, of Cambridge, be a director in the place of the late Mr. Murray. It was desirable that the society should extend its connections in the country, and to this end Mr. Francis was a desirable acquisition to the board.

Mr. BIRCHAM seconded the motion, which was also carried unanimously.

The ACTUARY (Mr. Griffith Davies) was then called upon to read the report and balance-sheet. The former showed that the total assets of the society—all invested in first-class securities,—amounted on the 31st December last to £5,459,509 3s. 4d.; the total income for the year 1870 was —from premiums on assurances, £271,618 13s. 4d.; from interest on investments, £234,723 5s. 6d.—together, £506,341 18s. 10d. The dividend to the proprietors for 1870 is at the rate of £4 4s. per share per annum, half of which was paid in October, 1870, and the remaining half of which will be paid in April next. The directors asked the co-operation of the proprietors in increasing the business of the society, and making its stability and claims to public support yet more widely known.

The CHAIRMAN, in moving the adoption of the report and balance-sheet, said he felt himself somewhat of an intruder in occupying the chair on that occasion, as it belonged by right to his friend and colleague, Mr. Turner, who was the chairman to the board for the week. However, as that gentleman took the chair at the last meeting of the society, held in June, he preferred that some other director should take his place on the present occasion. As the board had expressed a kind wish that he (Mr. Woodd) should preside, he consented to do so. He could only claim for himself, as

a justification of his position, an honest endeavour to make himself master of the various details relative to the past year's operations, and he would answer, to the best of his ability, any questions the proprietors might think fit to address to him. He should detain them but a very few minutes with the observations he had to make. With regard to the balance-sheet, he remarked that there had been an increase in the balance of the assurance fund during the year 1870 of £6,767, which might seem to be a very small sum. They must, however, remember that during the course of the year they had paid for surrenders a sum of £51,919. The amount paid for surrenders was always very much larger in the bonus years, immediately after the bonus had been declared. He would repeat to them the figures paid for surrenders in the preceding three years. In 1867, the amount was £14,407; in 1868, £12,674; and in 1869, £11,717. So they might fairly assume that to their profits as set down, £6,767, they might add £40,000; so that the increased balance for the year under exceptional circumstances would have been about £47,000. In 1869 the increase in our fund with the amount paid for surrenders was £54,027; and in 1870, £58,606. In addition to this, in 1869 premiums were commuted amounting to £3,777. In 1870, they only received £564 on account of such commuted premiums. The profit in 1870, though less than the directors could wish, presented no discouraging features as compared with previous years. The new policies in the past year numbered 236, assuring £255,092. As the lives coming in upon the new policies averaged only 30 years of age, and as the ages that went out were not less than 60, they had the probability before them of receiving the income arising from the new lives for thirty years longer than they would have received the income arising from the old lives. Fifty-seven policies had been surrendered, and 36 lapsed from various causes. £10,145 less was paid for claims in 1870 than in 1869. The payments on all accounts during the year amounted to £457,324 1s. 8d. The Chairman then quoted a statement which had appeared in the *Review*—an authority on assurance and monetary matters—with a view to show the position of the Law Life as compared with three other kindred societies. The amount assured in the first company was stated by the *Review* to be £16,345,419, and its cash assets £4,284,648; the second company assured £15,500,000, assets, £5,100,000; the third company assured £11,200,000, assets £3,247,686; the Law Life assured £10,249,964, assets £5,537,281. The proportion which the assets of the Law Life Assurance Company bore to the amount which they had standing at risk placed them in a very favourable position as compared with the other companies he had mentioned. With the exception of the Equitable, which was an institution *per se*, the proportion which the assets of the Law Life bore to the risks was the largest of any society. With regard to the guarantee fund—a matter of extreme interest to the proprietors—it amounted to £962,449—not far from a million. The interest on hand was £24,185, out of which the half-yearly dividend due in April would be paid. The arrangement for declaring half-yearly dividends resulted in a rather less accumulation of interest, but they had the advantage of having the money in their own pockets. The rate of interest upon the investments on this fund was 4½ per cent., and therefore the dividend was hardly likely to be increased. In reference to the Irish estates, there was no change to mention. They had paid the society a very fair interest or dividend upon the sum at which they stood in their accounts. During the past year a large proportion of their income from these estates was derived from the cultivation of oyster fisheries. There was a stock of oysters on the estates worth £8,000. This was additional capital, although it was not taken into account in the balance-sheet before them. The cost of management in 1870 was £20,590, which included commission, and was about 7½ per cent. on the premium income. Excluding this commission, the cost was not quite two per cent. on the total income. He did not imagine they would deem this too large a sum to pay for the management of a society like that. He believed their expenses compared very favourably with those of other societies. They paid an ordinary commission of five per cent., and the board had decided not to alter it. It was the intention of the directors to anticipate the coming into operation of the Act recently passed with regard to the accounts of assurance societies. The board had nothing to conceal, and desired to give the widest possible publicity to their proceedings. In conclusion, the Chairman said he had to repeat that which had been previously said from the chair, namely, that the interest of the society demanded the exertions of individual members in its behalf. Every member who brought a good life to be insured, not only benefited the assurer, but himself and all his brother shareholders. Policy-holders, it should be remembered, got four-fifths of the profits of the society. If that fact were borne in mind, he believed policy-holders would be more active in trying to procure fresh members.

Mr. HICKMAN seconded the motion for the adoption of the report and balance-sheet, without making any comments.

In reply to questions put by Mr. Beddome and Mr. Haines,

The CHAIRMAN said the fact that the new policies had decreased from 600 per annum to between 300 and 400 was, doubtless, attributable to many new societies springing into existence since the Law Life was established. With respect to the Connemara and Mayo estates, he was of opinion that the possession of landed property was a luxury in which private individuals ought to indulge, but which no assurance company should have anything to do with. At the first fitting opportunity their Irish estate might well be sold; but until it was seen how the Irish Land Bill operated, it was not likely they would meet with a purchaser.

The motion was then put and carried *nem. con.*

On the motion of the CHAIRMAN, a resolution was passed, authorising a deviation from one of the rules so as to permit two of the directors to act as trustees.

And the proposition, moved by the Chairman, was carried, enabling the board, when a person was desirous of assuring for more than £10,000, to divide the risk with other kindred institutions.

A vote of thanks to the Chairman for presiding brought the proceedings to a close.

THE LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society on Tuesday, the 14th inst. the question discussed was No. CXCIV., jurisprudential:—"Was Germany justified in continuing the war against France subsequently to the battle of Sedan?" Mr. Gordon opened the debate, and, at a late hour, the question was decided in the affirmative.

THE HON. DAVID DUDLEY FIELD ON THE NEW YORK CODES.

We take from the *New York Daily Transcript* the following letter, addressed by Mr. Field to the Californian Bar in November last. It appears that, a commission of the State of California being engaged upon a revision of the laws of the State, Mr. Field, visiting California last summer, was invited to deliver an address on the subject to the Bar. Mr. Field was on the point of leaving when this invitation reached him, and afterwards sent this letter:—

You are already familiar with much that has been done in this State in the way of codification. In some respects, indeed, you have gone beyond us. For though New York has caused the preparation of a code, or series of codes, of the whole body of the law, divided into five portions, and known as the civil code, penal code, political code, code of civil procedure, and code of criminal procedure, she has enacted only a portion—about a third—of one of the five, while California has adopted two of them—that is to say, the codes of civil and criminal procedure, in nearly their completed state. Your example has been followed by the other Pacific communities—Oregon, Nevada, and Washington—and by nearly all the inlying territories between the sea and the Mississippi.

Why New York has paused in the work of law reform it would not be difficult to explain. The pause, however, is not likely to be of long duration. It requires no prophet to foresee that our people, with all the other English-speaking communities, will yet insist upon having the whole body of their law in a form accessible and intelligible to all who are governed by it. Whether New York will keep the lead depends upon herself. In one respect, indeed, she has already lost it, for the honour of being the first to enact a code of the common law of England belongs, not to England nor to New York, but to Dakota, one of the youngest, but most vigorous of our territories.

That a general and comprehensive code of the principal branches of the law is very much needed is, to my mind,

most evident. I know that many hold to the opposite opinion, but this opinion appears to me rather the prepossession of lawyers in favour of things as they are than the result of reasoning.

Our law is in a state of chaos. Nothing will bring it out of chaos but a code. These two propositions, if true, are decisive of the question of general codification. For the truth of the first, I appeal to you and to every lawyer of experience or study. Look at our libraries, listen to the arguments at the bar, read the decisions from the bench.

Taking at hazard a volume of California reports, the 23rd, I have asked a friend to tell me how many cases are reported in the volume, how many citations of authorities there were, and the sources from which they were derived, and he has informed me that 153 cases are reported, that the citations were 1,394, being on an average of nine to each case, and that they were derived, 683 from California, 277 from New York, 120 from England, 110 from Massachusetts, forty-three from the federal courts, and the rest in unequal numbers from twenty-two different States. And as I like upon occasions to fortify myself with the authority of great names, I take the following passage from a pamphlet published last spring by the present Lord Chief Justice of England, in which, referring to the proposed revision of the English law, he say: "We seem to be making no progress whatever towards reducing to any intelligible shape the chaotic mass—common law, equity law, crown law, statute law, countless reports, countless statutes, interminable treatises—in which the law of England is, by those who know where to look for it, and not always by them, to be found."

The truth of the second proposition will, I think, appear upon a little consideration. The chaotic state of the law arises, of course, from the vast mass of unarranged and sometimes discordant material. To take this material, separate the discordant parts, analyse, arrange, compress, remould the rest, is to educe order out of chaos. The result is a digest or a code. The difference between the two is so well stated by Mr. Justice Willes, in his dissent from the second report of the English digest of law commission, that I will quote the whole [printed by us 14 S. J. 614].

It is easy to see why a digest should be of inconvenient length; being a collection of adjudged cases and legislative enactments, the different parts will run into each other, and must needs be full of repetition and contradiction, while the code is a digest reduced to its elements, where nothing is repeated, and each principle is taken by itself and ranged with cognate principles only. To illustrate by example: a treatise upon bills of exchange will be sure to contain also the laws of contracts, as applicable to bills, and refer to thousands of adjudged cases; in like manner, a digest will contain a citation of those cases, and notes of the points decided in each; while a code will send to the chapter on contracts all that relates to contracts, and retain in the chapter on bills only what is peculiar to them. In this way the hundred columns of digest may be reduced to five volumes of code.

I have thus endeavoured to show that, in the present state of our law, a code is a necessity. But if it were not necessary, it would, in my opinion be expedient, for several reasons. It would reduce the laws of the land to an accessible and intelligible form, and thus bring them within reach of the people, who are to regulate their own conduct by them, and who should be able, in great measure, to judge for themselves of their legal rights and duties. It would enable the legislative department to make intelligently those reforms which all believe to be needed, to lop off unsatisfactory or superfluous rules, and reconcile conflicting ones, changes which can be effected only by simultaneous and comprehensive legislation. And it would lessen the labour of judges and lawyers, enabling both to dispense with the larger number of those books which now encumber the shelves of their libraries.

But great as are these advantages, some will say they are overcome by certain disadvantages, the chief of which are the supposed inability of a code to provide for the future, its supposed uncertainty, and its supposed inflexibility.

To the first objection, it may be answered that a code will provide for the future as well as law in any form is capable of doing it. If there be any law, written or oral, it can be stated in words and placed in a code. The objection means nothing, unless it assumes that the code will undertake to exclude all law except that which it contains, an assumption not founded in fact. The civil code prepared for New York does not profess to contain all the law. "All that it professes is, to give the general rules upon the subjects to which it relates, which are now known and recognised, so far as they ought to be retained, with such amendments as seemed best to be made, and saving always such of the rules as may have been overlooked. In cases where the law is not declared by the code, it is to be hoped that analogies may, nevertheless, be discovered which will enable the Courts to decide. If, in any such case, an analogy cannot be found, nor any rule which has been overlooked and omitted, then the Courts will have either to decide, as at present, without reference to any settled rule of law, or to leave the case undecided, as was done by Lord Mansfield in *King* v. *Hay* (1 W. Bl. 640), trusting to future legislation for future cases." "Therefore, if there be an existing rule of law omitted from this code, and not inconsistent with it, that rule will continue to exist in the same form in which it now exists; while if any new rule, now for the first time introduced, should not answer the good ends for which it is intended, which can be known only from experience, it can be amended or abrogated by the same law-giving department which made it; and if new cases arise, as they will, which have not been foreseen, they may be decided, if decided at all, precisely as they would now be decided—that is to say, by analogy to some rule in the code, or to some rule omitted from the code, and, therefore, still existing, or by the dictates of natural justice."

The second objection of supposed uncertainty rests upon this argument: that after every effort to condense, arrange, and make plain, language will still be liable to different interpretations. But condensation and arrangement do not conduce to uncertainty. On the contrary, they are the best help to perspicuity. All language is liable to misconstruction; that, however, is not an objection to the use of language. Every line of the Statute of Frauds, said a great English judge, is worth a subsidy. But was there ever a statute so loaded with interpretation and commentary? The constitution of the United States is a most beneficent instrument, but after eighty years the Courts have not yet done with deciding upon its construction.

The third objection of supposed inflexibility has as little merit as the other two. It means, of course, that when the Courts decide without a code they have greater liberty of decision than with it, and that this liberty is a good thing. The answer to the objection is, first, that such a liberty, if it existed, would not be a good thing. No judge should have power to decide a cause without a rule to decide it by, else the suitor is subjected to his caprice. The second answer is, that the Courts have not greater liberty to decide right without a code than with it. The rules which govern the judges in the decisions are contained in precedents. A code is a collection of the general rules thus contained.

Another way of stating the objection is, to say that while the common law is expansive, a code does not expand or adapt itself to the expanding exigencies of society. A different phrase for the same idea is, that the common law is elastic and accommodating, and that a code will be the opposite. Now, to say that a law is expansive, elastic, or accommodating, is as much as to say that it is no law at all. The real significance of the objection, if it has any significance, is that it is better to let the judges make the law as they go along than to have the lawgiver make it beforehand. For, if the judges are to decide according to known rules those rules can be written by the lawgiver as easily as they can be spoken from the bench, or taken down by the reporters. And even though, in particular cases, the judges should fail to find such rules, and should have to make rules as the cases occur, that, too, can be done as easily when the known rules are placed in a code as when they repose in the breasts of judges, or in the leaves of reports. So long as a code is confined to the rules of law as they now exist it is neither more nor less expansive than the common law. When the inquiry concerns new cases, it is divisible into two parts, one relating to those cases which are foreseen and the other to those which are not foreseen. Those which are foreseen the lawgiver can provide for, and it is his duty to provide for them. Those which are not foreseen cannot be provided for, except by directing the Courts to decide according to the analogy of existing rules, when there is such an analogy; and when there is none, then to decide according to the dictates of natural justice."

These considerations serve to show that even an old community like England cannot get on much longer without a

code. How much stronger is the argument in respect to a community like yours! Even New York has not half the impediments in the way of reform that obstruct the path of England, and California has scarcely any at all. A State yet in its infancy—for twenty years mark only the beginning of life in political institutions—can make or reform its laws without infringing upon vested interests or ancient prejudices, or the usages of generations. For such a State, before all others, there cannot be a doubt about the advantage of putting all its laws into a written and systematic form; in other words, making codes of them. To import into such a state the chaotic mass which is called the law of England is like bringing over from beyond the sea a half-ruined house to dwell in, instead of building for ourselves. In looking about for plans or models, perhaps you will look at the civil and penal codes which have been prepared for New York. It may be natural for you to do so, since you have already adopted our codes of civil and criminal procedure, parts of our system, and that fact may induce you to look at the rest. It would be sheer affectation in me to appear indifferent about the opinion you may form of their fitness to serve you for examples. I am very sensible of their defects: I know better than anyone else what an amount of labour they have cost, and how impossible it is that they should not show mistakes and omissions. Nor have I forgotten the eloquent protest of Macaulay, prefixed to the draft of the penal code for India. "To the ignorant and inexperienced, the task in which we have been engaged may appear easy and simple. But the members of the Indian Government are doubtless well aware that it is among the most difficult tasks upon which the human mind can be engaged; that persons placed in circumstances far more favourable than ours have attempted it with very doubtful success; that the best codes extant, if malignantly criticised, will be found to furnish matter for censure in every page; that the most copious and precise of human languages furnished but a very imperfect machinery to the legislator; that in a work so extensive and complicated as that in which we have been engaged there will inevitably be, in spite of the most anxious care, some omissions and some inconsistencies, and that we have done as much as could reasonably be expected of us if we have furnished the Government with that which may, by suggestions from experienced and judicious persons, be improved into a good code."

Emboldened by this opinion, and bespeaking no less indulgence, I will venture to recommend to you the civil and penal codes prepared for New York. I am certain that they are far better than no code at all, that the general plan upon which they are constructed is right, and that whatever errors experience may make apparent in the execution, are susceptible of simple and easy remedy.

They have been now three years published, during which time you may have seen many criticisms, friendly and unfriendly. But this, I think, you will have observed, that the unfriendly criticism comes principally, if not exclusively, from those who do not desire to believe in a code at all, and who disprove and reject the codes of civil and criminal procedure which you have thought it wise to adopt, and with which, if I am not misinformed, you are quite satisfied. Indeed, I think I may say that hostility to the proposed codes goes hand in hand with hostility to the union of law and equity, and to all codification.

This hostility, it is true, does not greatly trouble me, who have seen the code of civil procedure treated in New York first with derision and then with hate; ridiculed, vilified, dreaded, misconstrued, but winning its way all the while, till the opposition to it has dwindled to insignificance; who have seen the principle of the same code winning, in England, first attention and then assent, till a bill, founded upon the same theory and aiming at the same ends, has passed the House of Lords, under the advocacy of the Lord Chancellor. [Mr. Field then quotes several clauses of the bill.]

Now, let me show you what the Chief Justice of England, writing of this bill, declares concerning the fusion of law and equity:—"No man can be more sensible of the discreditable anomaly which the distinction between law and equity produces in our jurisprudence. I have long felt that the existence of two distinct and, in many respects, antagonistic systems of law—"of two systems of judicature," to use the language of the commissioners, organised in different ways and administering justice independently of one another, on different and sometimes opposite principles—of rights acknowledged in the one system, rejected or controlled in the other—is a standing reproach to our law, as that of a wise and enlightened people, which ought not any longer to be endured. I concur most cordially in thinking that this anomaly ought to be removed, and law and equity made one. I agree that, on whatever courts or departments of our judicial organisation justice in particular cases may be administered, one uniform system should prevail, and all conflict of law or jurisdiction be impossible."

Among the objections made to the civil code prepared for New York is one of which I will here take notice, merely observing, in respect to the rest, that they are of less importance, and relate chiefly to verbal corrections and matters of detail. This objection is, in substance, that compression has been carried to excess, and the code is too short. By this I suppose is meant, that too few rules have been given. Now as the avowed purpose was to give only general rules, the objection must be, either that the purpose was wrong, or that the purpose being right, there has been in the execution of it an omission of something which, according to it, should have been inserted, that is to say, of important general rules. As to the purpose, all that I need answer is, that a code was intended, which is, in its very nature, a collection of general rules. If a digest only had been proposed, there would have been undertaken not a collection of general rules of law embraced in one volume, but a collection of decisions and statutes extending through many volumes, just what the English are now proposing. As to the execution of the purpose, I can only say that, if any important general rules have been omitted, they can be pointed out and inserted; and, until that is done, no great harm can happen, since all existing rules, omitted from the code and not inconsistent with it, are saved and remain still in force; the repealing section being that "all statutes, laws, and rules heretofore in force in this State, inconsistent with the provisions of this code, are hereby repealed and abrogated."

But let us see how far this assumption of unnecessary compression is justified by the fact. We may satisfy ourselves in one of two ways, either by pointing out the rules which have been omitted, and should have been inserted, or by comparing this code with others. As to the former, I leave the critics to put into words what they would have had inserted; as to the latter, I will compare the New York codes with the most famous codes of the modern world. In doing so, it should be borne in mind that certain subjects, placed by the federal constitution specially under the charge of the federal Government, have hardly a place in the codes of the States; as for example, shipping navigation, bankruptcies, copyrights, patent rights, admiralty and maritime jurisdiction. There are three methods of comparison; first by comparing all the New York codes with all the codes of a foreign State; another, by comparing our civil code with some other civil code; and the third, by comparing particular subjects as treated in the different codes. Now let us compare, first, all the codes of New York with all the codes of France. The civil code of New York has 2,034 articles (called sections); the penal code, 1,071; the political code, 1,126; the code of civil procedure, 1,885 and the code of criminal procedure, 1,054—in all, 7,170. The five French codes have the following number of articles: the code civile, 2,281; the code de commerce, 648; the code penale, 484; the code procedure civil, 1,042; and the code d'instruction criminelle, 643—in all, 5,098. The New York codes, therefore, have, altogether, 2,072 more articles than the French.

If it be objected to this comparison that the political code ought not to be counted, because there is nothing analogous to it in the French, I answer that this is not entirely so, since the political code has provisions respecting domicils, the promulgation of statutes and the like, which subjects are provided for in the French civil code; but, leaving the political code out of the question, and deducting its 1,126 articles, there will still remain in the four other New York codes 46 more articles than in the five of the French.

Next, let us place the civil codes alone side by side, and observe with what result. Take the 2,281 sections of the French civil code, and add to them the 648 of the code of commerce, and we have in the two 2,929. But we must eliminate the articles on subjects outside of the civil code of New York, or scarcely within its scope; that is to say, those in the French civil code on prescription, arrests, judicial sequestration, absentees, the respective rights of

property of married persons, and the articles of the French code of commerce on bankruptcies and insolvencies, navigation, tribunals of commerce and the bourse, separation of goods, prescription, traders and their books of account; and we have a total of some 750 articles to be deducted from the 2,929, leaving 2,179 French against 2,034 New York, making a difference of only 145 articles more in the two French codes, civil and commercial, than in the civil code of New York.

Turning, now, to the civil codes of other nations, we find that of Sardinia to have 2,415 articles, that of Russia 1,471, and that of Austria 1,502. I do not say that these comparisons are exact as to the relative amount of material in the different codes, since the articles are often differently arranged, and the modes of expression vary; but they show approximately the measure of condensation in each.

But, thirdly, a comparison still more exact may be made by taking the spaces given to particular subjects in the two systems. Thus, the subject of bills of exchange and other commercial paper is disposed of by the French code in 80 articles, while the New York code gives 117 to the same subjects. In the French code insurance, average, and contribution have 98 articles; in the New York code, 167. Partnership, including mercantile corporations, has in the French code 47 articles; in the New York code the two subjects have 124. Property, real and personal, with all its incidents, modes of enjoyment, and transfer, extends through 585 articles in the French code, and in that of New York through 511, including the 50 on corporations. There is, besides, a feature of the New York code not yet mentioned, which adds to its value, and that is, the reference to adjudged cases at the end of the sections. This gives to the code many of the advantages of a digest combined with a code. Those references are designed to justify and explain the text. If, instead of reference, the point decided in each case were stated, the approach to a digest would be very close; since it is not necessary to a modern digest, any more than it was to the Roman Pandects, that all the decisions or opinions should be collected, but only such as are material to an understanding of the law.

I need extend the comparison no further. Enough has been shown to make it certain that the charge of too great compression, if good against the proposed civil code of New York, is equally good against all the modern codes.

INNS OF COURT RIFLE CORPS.—Lord Justice James is going to distribute the prizes which have been shot for during the past day. The distribution will take place on Thursday, the 23rd inst., in Lincoln's-inn Hall, at 4.15 p.m.; and the battalion is to parade in Lincoln's-inn Gardens at 3.45 p.m.

THE NEW M.P. FOR YORK.—Mr. George Leeman, solicitor, and Lord Mayor of York, has been elected (unopposed) to represent that city in Parliament, in the room of Mr. J. Brown-Westhead, who has retired on account of ill-health. Mr. Leeman is no stranger to the House of Commons, having sat for the city of York from July, 1865, till November, 1868. He was born in 1809, and admitted in 1835; and has ever since his admission practised in the city of York, during the greater part of which period he held the office of Clerk of the Peace for the East Riding. Mr. Leeman has for many years been an alderman of York, and in November last was for the third time elected Lord Mayor of that city. He is chairman of the Yorkshire Banking Company, deputy-chairman of the North Eastern Railway Company, and a deputy-lieutenant of the North Riding. As a legislator, he promoted in 1867, in conjunction with the Hon. G. Waldegrave-Leslie and Mr. Goldney, the "Sale and Purchase of Shares Bill." He entered Parliament in 1865, as a supporter of Lord Palmerston's Government, and declared himself in favour of vote by ballot, and the abolition of church-rates. Mr. Leeman has been twice married—first in 1831, to Jane, daughter of the late Mr. Joseph Johnson, of London; and secondly in 1863, to Eliza, widow of the Rev. Charles Payton, of York. A son of his by the first marriage is Mr. Joseph Johnson Leeman, solicitor, who is a partner with his father in the local firm of Leeman, Wilkinson, & Leeman.

Congress has been engaged in some matters of interest to the profession. The house has done a duty long delayed in raising the salaries of the chief justice and the associate justices of the Supreme Court to 8,500 dols. and 8,000 dols. respectively. The Alabama claims meet with favour in both branches, and some bill is likely to pass embodying the President's recommendation that Government assume the liabilities and pay the individual claimants. A growing disposition to recompense southern loyalists for the loss of their property is manifesting itself.—*United States Jurist.*

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Feb. 17, 1871.

From the Official List of the actual business transacted.

3 per Cent. Consols, 92	Annuities, April, '85
Ditto for Account, Mar. 2, 92	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92¼	Ex Bills, £1000, — per Ct. 5 p m
New 3 per Cent., 92¼	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 245
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 209	Ind. Enf. Pr., 5 p C., Jan. '72 100
Ditto for Account	Ditto, 5½ per Cent., May, '79 106½
Ditto 5 per Cent., July, '80 110	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 103
Ditto 4 per Cent., Oct. '88 102	Do. Bonds, 4 per Ct., £1000 20 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 20 p m
Ditto Enfaced Ppr., 4 per Cent. 90½	

RAILWAY STOCK.

	Railways.	Paid.	Closing prices.
Stock	Bristol and Exeter	100	91
Stock	Caledonian	100	87¾
Stock	Glasgow and South-Western	100	117
Stock	Great Eastern Ordinary Stock	100	38¼
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	124½
Stock	Do., A Stock*	100	133
Stock	Great Southern and Western of Ireland	100	100
Stock	Great Western—Original	100	73½
Stock	Lancashire and Yorkshire	100	134½
Stock	London, Brighton, and South Coast	100	43 x d
Stock	London, Chatham, and Dover	100	14¼
Stock	London and North-Western	100	149½
Stock	London and South-Western	100	94½
Stock	Manchester, Sheffield, and Lincoln	100	46½
Stock	Metropolitan	100	65
Stock	Midland	100	126¾
Stock	Do., Birmingham and Derby	100	97
Stock	North British	100	34
Stock	North London	100	117
Stock	North Staffordshire	100	63
Stock	South Devon	100	54
Stock	South-Eastern	100	78¼
Stock	Taff Vale	100	172

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

During the week the funds have remained much as before, but the general markets have exhibited a slight hesitating tendency to creep upward. The variations in price, however, have been slight. In the railway market the principal event, besides small improvements of various lines, has been a fall in Great Easterns.

Lord St Leonards completed his ninetieth year on Sunday last, having been born in the parish of St James's, Piccadilly, on the 12th of February, 1781. His Lordship has been the "Father" of the House of Peers ever since the demise of Lord Onslow in October last; but several of our contemporaries are wrong in supposing that he is the senior member of the legal profession. Though inferior to him in age, the Right Hon. Stephen Lushington, D.C.L., late Judge of the Admiralty Court, was called to the bar in 1806, or a year before his Lordship. Lord St Leonards, according to a paragraph in the *Times*, regularly reads the legal reports.

In a case of *Hoskins* v. *Dawson*, tried in the Queen's Bench on Monday, Lincoln's-inn sued one of its members for fees due under its rules. It seemed that the defendant owed ten years' arrears, amounting to about £30. The defendant, who argued his own case, said that he had ten years ago given up all idea of practising law, and had left England, returning only quite lately. He contended that he had ceased to be a member, and also that the rules were unreasonable. The case for the society was, that a member could not cease to be such except on a petition duly presented, and payment of all fees. The Lord Chief Justice directed the jury that the defendant was bound by the rules of the society, and had not ceased to be a member, and that, therefore, the society was entitled to recover.

At the Lambeth Police Court, on Tuesday last, a lady obtained her third order for protection as a deserted married woman. She was first deserted in February, 1865, and obtained an order in the following August. In the following April her husband deserted her again, but this time the lady waited more than two years for his return before obtaining her second order in August 1868. In October the same year, she was again deserted, thus giving only two months for her husband to return to her and to desert her a third time. The order on Tuesday was in consequence of this last desertion, all three having taken place in about three years and a half.

THE STAMP ACT, 1870.

The following is added to the correspondence printed *ante* p. 267.—

"Inland Revenue, Somerset-house, London, Feb, 10, 1871.

"Sir,—I am directed by the board of Inland Revenue to acknowledge the receipt of your letter of the 1st inst., enclosing a copy of one addressed by you to the *Times*, in reference to the answer given to a communication which Mr. Johnson, of Faversham, addressed to this department, and which appeared in that paper on the 30th ult.

"The board apprehend that you have somewhat misunderstood the nature of the reply given to Mr. Johnson's inquiry.

"An authority to receive money is charged by the new stamp law with the duty of 10s., instead of the former duty of 30s., and a direction to pay money is charged by the new as it was by the old law with the duty of 1d. if it is payable on demand, and with *ad valorem* duty if it is payable otherwise than on demand.

"The stamp law does not oblige any person to give either of these documents; but if he does give one of them it is chargeable with stamp duty according to its form and character above mentioned.

"If an order from a vendor to a purchaser to pay the purchase money to a third person is sufficient for the occasion, and satisfactory to the parties concerned, the document so given is liable to duty as a bill of exchange.

"If, on the other hand, the document given is framed as a letter of attorney, it must be stamped accordingly.

"An authority given by a purchaser to the auctioneer to hand over the deposit was regarded by the board as merely an intimation that the purchaser had no further claim on the deposit, and as not being liable to any stamp duty. It might, however, be so framed as to fall within the charge of bill duty. The board never asserted that such a document was chargeable with duty as a power of attorney.—I am, Sir, your obedient servant, W. LOMAS."

Mr. John Robert Davison, Q.C., the newly-appointed Judge Advocate-General, has been recently sworn a member of her Majesty's Privy Council.

The Queen has been pleased to direct letters patent to be passed under the Great Seal granting the dignity of a knight of the United Kingdom of Great Britain and Ireland unto Charles Robert Turner, Esq., late Senior Master of her Majesty's Court of Queen's Bench at Westminster.

A bill was introduced in the Ohio Legislature on the 12th Jan., making the sellers of intoxicating liquors responsible for damage done by intoxicated persons, and releasing the owners of buildings in which the liquor is sold from responsibility.—*Albany Law Journal.*

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BLOFELD—On Feb. 6, at Wimbledon, the wife of T. C. Blofeld, Esq., of a daughter.

MARRIAGES.

GOUGH—BRADLY—On Feb. 15, at Holy Trinity Church, Islington, Henry Gough, Esq., barrister-at-law, to Mary Christiana, fourth daughter of the late Thamas Bradly, Esq., of Chiswick.

DEATHS.

DE GEX—On Feb. 10, at The Vicarage, Christ Church, Frome, William Francis De Gex, Esq., of 25, Throgmorton-street.

GREENWOOD—On the morning of Feb. 12, at 53, Chester-square, in the 71st year of his age, John Greenwood, Esq, Q.C., of Broadhanger, Hants, Solicitor to the Treasury.

PITTS—On Feb. 14, James Pitts, solicitor, Exeter, aged 71.

SHIPPARD—On Christmas-day, at the Cape of Good Hope, Maria Susanna, wife of Sidney Godolphin Alexander Shippard, Esq., M.A., B.C.L., of the Inner Temple, barrister-at-law.

TAYLOR—On Feb. 10, at Compton-road, N., in his 81st year, Mr. George Frederick Taylor, late of Coleman-street, City, solicitor.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, Feb. 10, 1871.

Stone, John, Wm Chamberlayne, & Fras Thornley King, Bath, Solicitors. Feb 8.

TUESDAY, Feb. 14, 1871.

Laundy, Richd, & Robt Jackson Kent, Cecil-st, Strand, Attorneys and Solicitors. Feb 11.

Winding-up of Joint Stock Companies.

FRIDAY, Feb. 10, 1871.

UNLIMITED IN CHANCERY.

Rhaidol United Silver Lead Mining Company.—Vice Chancellor Malins has fixed Feb 20 at 12, at his chambers, for the appointment of an official liquidator.

LIMITED IN CHANCERY.

Salkeld & Company (Limited).—Vice Chancellor Bacon has, by an order dated Oct 28, appointed Wm Hunter Hardy, Newcastle-upon-Tyne, and Joseph John Forster, Newcastle-upon-Tyne, to be the official liquidators.

TUESDAY, Feb. 14, 1871.

LIMITED IN CHANCERY.

Cardigan Bay Consols Mining Company (Limited).—Petition for winding up, presented Feb 8, directed to be heard before Vice Chancellor Malins on Feb 24. Miller, Copthall-ct, Throgmorton-st, solicitor for the petitioners.

Devon and Cornwall Granite Company (Limited).—Vice Chancellor Malins has, by an order dated Jan 55, appointed Jas Thos Snell, 85, Cheapside, to be official liquidator. Creditors are required, on or before March 3, to send their names and addresses, and the particulars of their debts or claims to the above. Monday, March 13 at 1, is appointed for hearing and adjudicating upon the debts and claims.

English Provident Assurance Company (Limited).—Petition for winding up, presented Feb 10, directed to be heard before Vice Chancellor Stuart, on Feb 24. Roberts, Moorgate-st, solicitor for the petitioners.

Salkeld & Company (Limited).—Creditors are required, on or before March 14, to send their names and addresses, and the particulars of their debts or claims, to Joseph John Forster & Wm Hunter Hardy Townhall-bldgs, Newcastle-upon-Tyne, the official liquidators. Wednesday, March 22 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Feb. 10, 1871.

De Vear, Thos, Lisle-st, Westminster, Currier. Feb 27. De Vear v Addis, V.C. Malins. Allen, Carlisle-st, Soho-sq.

Gouldsmith, Mary, Bath, Somerset. March 27. Calthrop v Surgey, V.C. Bacon. Bonner & Calthrop, Spalding.

Harper, Ellen, Portland-rd, Notting-hill. March 15. O'Halloran v Goodwin, V.C. Stuart. Kinsey & Ade, Bloomsbury-pl.

Huggens, John, Sittingbourne, Kent, Esq. March 6. Wheeler v Merryweather, M.R. Merriman & Pike, Austinfriars.

Hyland, Thos, Ballitor, Kildare, Ireland. Esq. March 20. Harris v Du Pasquier, V.C. Stuart. Tremlett & Holt, Charles-st, St James's-sq.

Mitchell, Emelia, Reading, Berks, Spinster. March 11. Turner v Evans, M.R. Clayton & Sons, Lancaster-pl, Strand.

Palmer, Mary, Old Hall, Pencoyd, Hereford, Spinster. March 6. Palmer v Jones, M.R. Minet & Son, Ross.

Turner, Sidney French, Madras, East Indies, Lieut in 39th Reg of Madras Native Infantry. May 6. Turner v Turner, M.R. Gurney & Son, Furnival's-inn.

Walton, Thos, Wakefield, York. March 20. Speight v Walton, V.C. Stuart. Fiddey, Harcourt-bldgs, Temple.

NEXT OF KIN.

Gouldsmith, Mary, Bath, Somerset, March 27. Calthrop v Surgey, V. C. Bacon.

Hyland, Thos, Ballitore, Kildare, Ireland. March 20. Harris v Du Pasquier, V.C. Stuart.

Scott, Walter, Luton, Bedford, Gent. March 8. Scott v Cumberland, V.C. Malins.

TUESDAY, Feb. 14, 1871.

Barnett, Joseph, Portsmouth, Hants, Tobacconist. March 13. Sayers v Gulliver, V.C. Malins. Cousins, Portsea.

Barret, Joseph Morton, Leeds, Solicitor. March 9. Rhodes v Barret, V.C. Bacon. Barret, Leeds.

Blumfield, Geo Mason, Framlingham, Suffolk, Farmer. March 15. Aldrich v Blumfield, V.C. Stuart. Webb & Co, Argyle-st, Regent-st.

Crosley, Wm, Bootle-cum-Linacre, Lancaster, Gent. March 9. Crosley v Ingham, V.C. Stuart. Hall, Bacup.

Dutton, Deborah, Bickerton, Chester, Widow. March 4. Walley v Williamson, V.C. Stuart. Rice, Lincoln's-inn-fields.

Foy, Samuel, Wigan, Lancashire, Flag Dealer. March 8. Foy v Foy, M.R. Richardson, Bolton-le-Moors.

Goodwin, Thos, Belmont-pl, Wandsworth-rd, Gent. March 10. Snelt v Goodwin, V.C. Malins. Fraser, Furnival's-inn.

Lodge, Richard, Porto Bello, Dublin, Serjeant in Royal Horse Artillery. March 2. Lodge v Lodge, V.C. Malins. Tyrer & Co, Lpool.

Peverall, Richard, Durham, Innkeeper. March 8. Smith v Peverall, V.C. Bacon. Marshall, Durham.

Robinson, Amos, Papcastle, Cumberland, Husbandman. March 21. Robinson v Robinson, V.C. Stuart. Hayton & Simpson, Cockermouth.

Seabrook, Wm Jas, Belvedere, Erith, Kent, Gent. March 8. Lamerton v Seabrook, M.R. Longcroft, Buckingham-st, Adelphi.

Sharpe, Joseph, Margate, Kent. March 24. Hereford v Sharpe, V.C. Stuart. Sheppard, Robert-st, Adelphi.

Creditors under 22 & 23 Vict cap. 35.

Last Day of Claim.

FRIDAY, Feb. 10, 1871.

Belcombe, Louisa Meynell Travis, St George's-ter, Queen's-gate, Kensington, Spinster. May 8. Watkins & Co, Sackville-st.

Bentinck, Right Hon Wm Hy Cavendish, Tathwell, Lincoln. March 31. Cunliffe & Beaumont, Chancery-lane.

Blois, Thos Fras, Charles-st, St James's, Lieut-Col. March 3. Williams, Bedford-row.

Byford, Thos, Epsom, Surrey, Gent. March 22. Hird & Son, Portland-chambers, Gt Titchfield-st.

Clark, Jas Gurson, Borough, Hop Factor. March 28. Ellis & Crossfield, Mark-lane.

Corfield, Thomas, Dilwyn, Hereford, Gent. April 1. Gregg, Leominster.
Dormer, Wm, Aston Clinton, Buckingham, Draper. March 10. Clarke, High Wycombe.
Fawcett, Jas, Townhead, Ravenstonedale, Westmoreland, Yeoman. Feb 27. Preston, Kirkby Stephen.
Gamble, John, Derby, Gent. March 31. Gamble & Cooke, Derby.
Harvey, Richard, Greenway, Devon, Esq. Within three calender months. Smith & Co, Truro.
Hayter, Sir Geo, Marylebone-rd, Knt. March 31. Woodsheet & Hayter, Raymond-bldgs, Gray's-inn.
Hoare, Edward, Chaldon, Surrey, Farmer. March 25. Morrison, Reigate.
Hymers, Joseph Abbot, Whickham-park, Durham, Gent. March 7. Kenmir, Gateshead.
Imray, Jas, The Minories, Chart Publisher. April 10. Lindsay & Co, Basinghall-st
Isaacs, Lewis, St Thomas-sq, Hackney, Jeweller. March 21. Cockle, Hare-court, Temple.
Jacob, Frances Matilda, George-st, Portman-sq. March 30. Mackerell, Cannon-st.
Lawton, Mariana Percy, Belsize-park, Hampstead, Widow. May 6. Watkins & Co, Sackville-st.
Lelliott, Chas, Ditchling, Sussex, Licensed Victualler. April 8. Senior & Co, New-inn, Strand.
Liddell, Wm, Willington Quay, Northumberland, Innkeeper. Feb 16. Allan & Davies.
Macdonald, Mary, Thornbury, Gloucester. April 3. Wintle & Maule, Newnham.
Moore, Chas Hy, Wimpole-st, Cavendish-sq, Solicitor. March 7. Surman & Son, Lincoln's-inn-fields.
Nesbitt, Joseph, Lincoln, Merchant. March 15. Burton & Scorer, Lincoln.
Powell, Alexander, Lpool, Leather Factor. March 15. Bateson & Co, Lpool.
Prebble, Elgar, Mersham, Kent. April 10. Prentice, Whitechapel-rd.
Robbins, Fras, Alderney-rd, Mile-end, Builder. April 6. Potter, King-st, Cheapside.
Townley, Jane, Downham Market, Norfolk, Widow. March 31. Matthews & Greetham, Bedford-row.
Western, Jas Roger, Park-sq West, Regent's-park, Colonel. March 20. Woodrooffe & Plaskitt, New-sq, Lincoln's-inn.
Wilson, Wm, Wimborne, Dorset, Agricultural Seedsman. March 1. Wilson, Wimborne.

TUESDAY, Feb. 14, 1871.

Armstrong, John, Everton, Lpool, Licensed Victualler, Feb 23. Tonton, Lpool.
Barton, Hy Fras, Tabernacle-sq, Tripe Dresser. March 15. Atkinson, Watling-st.
Brough, Thos, Lpool, Merchant. April 1. Jenkins & Co, Lpool.
Brymer, John, Ilsington House, Dorset, Esq. March 31. Wood & Co, Raymond-bldgs. Gray's-inn.
Cole, Mary Ann, Emscote, Warwick, Widow. April 3. Large, Leamington Priors.
Cornwell, Levi, Cottered, Hertford, Farmer. March 24. Wortham, Royston.
Crock, Robert, Fulshaw, Chester, Yeoman. April 1. Chew & Sons, Manch.
Ellis, John, Sedgley, Stafford, Limemaster. March 25. Bolton & Co, Wolverhampton.
Flanagan, Eliz, Gloucester pl, Portman-sq. March 17. Smart, Lincoln's-inn-fields.
Hellaby, Richard, Wood-st, Cheapside, Warehouseman. April 18. Anderson & Son, Ironmonger-lane.
Lister, Christopher, High Holborn, Woollen Draper. April 18. Anderson & Son, Ironmonger-lane.
Martin, Chas Wykeham, Gt Cumberland-pl, Hyde Park, Esq. April 15. Young & Co, St Mildred's-ct, Poultry.
Netherton, John, Stokefleming, Devon, Esq. April 1. Heckin, Dartmouth.
Ogden, John, Oldham, Lancashire, Innkeeper. March 11. Summerscales & Tweedale, Oldham.
Reece, Thos, Kingsland-rd, Esq. March 31. Ware, Kingsland-rd.
Sherman, Dan!, Ivy-cottages, Queen's-rd, Dalston, Gent. April 16. Angell, Guildhall-yd.
Thackeray, Augusta, Gloucester-pl, Portman-sq, Widow. March 17. Smart, Lincoln's-inn-fields.
Thackeray, Martin, Gloucester-pl, Portman-sq, Esq. March 17. Smart, Lincoln's-inn-fields.
Turnbull, Geo, Carlisle, Innkeeper. March 18. Wannop.
Vulliamy, Lewis, Haymarket, Westminster, Architect. April 9. Frere & Co, Lincoln's-inn-fields.
Williams, Richard, Welling, Kent, Farmer. March 31. Saw, Park-st, Greenwich.
Winship, John, Kingston-upon-Hull, Merchant. March 29. England & Co, Kingston-upon-Hull.
Wolfe, Susanna, Torrington-sq, Spinster. March 25. Birt, Southampton-st, Fitzroy-sq.
Woodward, Lionel Mabbott, Greenhill, Harrow, Esq. March 31. Griffith & Brownlow, Bedford-row.

Bankrupts.

FRIDAY, Feb. 10, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Boddington, Richd, & John Frost Emdean, Watney-st, Commercial-rd East, Ironmongers. Pet Feb 8. Spring-Rice. March 2 at 12.
Bone, Wm, Craven-st, Strand, out of business. Pet Feb 6. Hazlitt. Feb 23 at 12.
Burg, Karl, Woodstock-st, Oxford-st, Printer. Pet Feb 6. Hazlitt. March 3 at 11.
Morrey, Edmund Hy, Willow-walk, Hornsey, out of business. Pet Feb 8. Spring-Rice. Feb 23 at 1.
Taylor, Richd, & Jas Stevens Tripp, Clement's-lane, Lombard-st, Bankers. Pet Feb 7. Hazlitt. Feb 24 at 12.

To Surrender in the Country.

Creed, Geo, Stoford, Wilts, Publican, Pet Feb 6. Wilson. Salisbury, Feb 24 at 11.
Cropper, Joseph, Sheffield, Plumber. Pet Feb 6. Wake. Sheffield, Feb 20 at 1.
Ferens, Robt, New Cornsay, Durham, Grocer. Pet Feb 6. Greenwell. Durham, Feb 23 at 11.30.
Griffiths, Morgan, Porthcawl, Glamorgan, Grocer. Pet Feb 7. Langley, Cardiff, Feb 24 at 11.
Lait, Robt, & John Horner, Louth, Lincoln, Coach Builders. Pet Jan 25. Daubney. Gt Grimsby, Feb 23 at 11.
Levy, Abraham, Gosport, Hants, Jeweller. Pet Feb 7. Howard. Portsmouth. Feb 27 at 12.
McKean, Jas H., Lpool, Wine Merchant. Pet Feb 6. Watson. Lpool, Feb 21 at 2
Palmer, Joseph Thos, Reading, Berks, Butcher. Pet Feb 4. Collins. Reading. Feb 27 at 11.
Phillips, Philip, Risca, Monmouth, Grocer. Pet Feb 7. Roberts. Newport, Feb 22 at 11.
Sterland, Geo, & Edwd Long, Leeds, Warehousemen. Pet Feb 7. Marshall. Leeds, March 2 at 11.
Voules, Rev. Tom Arthur, Ashill, Somerset. Pet Feb 4. Meyler, Taunton, Feb 20 at 11.

TUESDAY, Feb. 14, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Abery, Brian Edwin, London-lane, Hackney, Builder. Pet Feb 10. Hazlitt. Feb 28 at 12.
Westlake, Wm, late of Stroud, Gloucester, Tailor, but now out of England. Pet Feb 10. Hazlitt. Feb 28 at 11.30.

To Surrender in the Country.

Browne. Rev. Edwd Fras, Wrexham, Denbigh, Roman Catholic Priest. Pet Feb 10. Reid. Wrexham, March 10 at 2.
Hardisty, Hy, Middleton, Lancashire, Leather Dresser. Pet Feb 11. Tweedale. Oldham, Feb 27 at 11.
Hughes, Wm, Gt Yarmouth, Norfolk, Tailor. Pet Feb 9. Chamberlin. Gt Yarmouth, Feb 27 at 12.
Morris, John Brown, Gainsborough, Lincoln, Grocer. Pet Feb 9. Uppleby. Lincoln, Feb 25 at 11.
Parker, Hammond, Huddersfield, York, Joiner. Pet Feb 11. Jones jun. Huddersfield, Feb 27 at 11.
Smith, Wm Brook, Huddersfield, York, Gent. Pet Feb 11. Jones, jun. Huddersfield, Feb 27 at 12.

BANKRUPTCIES ANNULLED.

FRIDAY, Feb. 10, 1871.

Cowgill, Hy, Burnley, Lancashire, out of business. Feb 6.

TUESDAY, Feb, 14, 1871.

Cowper, John, North Warnborough, Hants, Gent. Feb 10.

ERRATUM.

TUESDAY, Feb. 14, 1871.

Butcher, Jas Edwd, Lind-rd, Sutton, Surrey. Builder. The advertisement inserted in the Gazette of Jan 31, annulling the bankruptcy of the above was a mistake, and the said bankruptcy has not been annulled.

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Feb. 10, 1871.

Andrews, Fredk Vigne, Finchley-rd, Hampstead, Cotton Broker. Feb 22 at 12, at offices of Quilter & Co, Moorgate-st. Druce & Co, Billiter-st.
Austin, Wm Austin Fisher, Bond-ct, Walbrook, Merchant. Feb 28 at 3, at office of Holmes & Holmes, Finsbury-pl South.
Barlow, John, Fakenham, Norfolk, Grocer. Feb 24 at 12, at the office of the County Court, Redwell-st, Norwich.
Berry, Fredk Wm, Brighton, Sussex, Wine Merchant. Feb 28 at 2, at offices of Nash & Co, Suffolk-lane, Cannon-st.
Bird, John, jun, Daventry, Northampton, Innkeeper. Feb 22 at 11, at the Moat Hall, Daventry. Burton & Willoughby, Daventry.
Blair, John, Gateshead, Durham, Tailor. Feb 24 at 2, at offices of Joel, Market-st, Newcastle-upon-Tyne.
Blick, John, Birm, Builder. Feb 21 at 2, at office of Parry, Bennett's-hill, Birm.
Broom, Francis, Stratford-upon-Avon, Warwick, Grocer. Feb 25 at 2, at the Shakespeare Hotel, Stratford-upon-Avon. Warden.
Burrows, Edwd, St Michaels, Lancashire, Joiner. Feb 25 at 2, at office of Cunliffe & Watson, Winckley-st, Preston.
Byerley, Geo Ebenezer, Lausanne-rd, Peckham, Printer. Feb 21 at 12, at offices of Biddles, Southampton-bldgs, Chancery-lane.
Calvert, Lemuel Leonard, & Hy Netherwood, Bradford, York, Stuff Merchants. Feb 22 at 3, at offices of Watson & Dickons, Market-st, Bradford.
Calvert, Robt Mark, Newcastle-upon-Tyne, Draper, Feb 24 at 11, at the rooms of the Home Trade Association, York-st, Manch. Hodge & Harle, Newcastle-upon-Tyne.
Chorlton, Chas, Salford, Lancashire, Draper. Feb 24 at 3, at offices of Miller & Dawson, Chancery-pl, Booth-st, Manch. Dewhurst, Manch.
Cooper, Eliz, Botley, Hants, Grocer. Feb 22 at 1, at office of Laver, High-st, Southampton.
Coupland, Wm, Goswell-rd, Clerkenwell, Cheesemonger. Feb 21 at 2, at office of Nickerson, King William-st, London-bridge. Geaussent, New Broad-st.
Cousens, Jas, jun, Rye-lane, Peckham, Linendraper. Feb 24 at 2, at the Guildhall Coffee House, Gresham-st. Drake, Basinghall-st
Crothall, Wm, Ramsgate, Kent, Builder. Feb 26 at 3, at office of Edwards, York-st. Ramsgate.
Dowsett, Hy, Gt Ilford, Essex, Licensed Victualler. March 1 at 11, at offices of Dobson, Chancery-chambers, Quality-ct, Chancery-lane.
Eades, Geo Augustus, Southsea, Hants, Grocer. Feb 24 at 3, at office of King, Union-st, Portsea.
Edwards, Thos, Lpool, Builder. Feb 22 at 10.30, at offices of Snowball & Copeman, Cumberland-st, Lpool.
Evason, Hy, Hay-green, Oldswinford, Worcester, Licensed Victualler. Feb 20 at 12, at offices of Collis, Market-st, Stourbridge.

Fleetwood, Thos, Widnes, Lancashire, Chemical Manufacturer. Feb 27 at 1, at the Law Association Rooms, Cook-st, Lpool. Gill, Lpool.
Freeland, Thos, Sunninghill, Berks, Blacksmith. Feb 28 at 3, at offices of Jenkins & Button, Tavistock-st, Strand.
Gilbert, Thos Hy, St Mary-axe, Comm Agent. Feb 18 at 1, at office of Kisch, Wellington-st, Strand.
Goodchild, Saml, Bradford, York, General Dealer. Feb 24 at 3, at offices of Harris, Leeds-rd, Bradford.
Griffith, John, Llanrwst, Denbigh, China Dealer. Feb 23 at 2, at the Victoria Hotel, Llanrwst. Jones, Conway.
Griffith, Wm, Lpool, Draper. Feb 23 at 2, at the Law Association Rooms, Cook-st, Lpool. Bartley, Lpool.
Haddock, Fredk, Hare-st, Woolwich, Draper. Feb 24 at 2, at offices of Birchall & Rogers, Southampton-bldgs, Chancery-lane. Harrison, Furnival's-inn.
Halliwell, Robt, Pemberton, Lancashire, Journeyman Stonemason. Feb 27 at 3, at office of France, Churchgate, Wigan.
Heathcote, Geo, & Geo Mills, Swindon, Wilts, Shoemakers. Feb 18 at 1, at the Gt Western Railway Junction Hotel, Didcot.
Heaton, Wm, Upholland, Lancashire, Builder. March 1 at 2, at office of Darlington & Son, King-st, Wigan.
Jackson, Edwin, South Ossett, York, Draper. Feb 23 at 3, at office of Fernandes & Gill, Cross-sq, Wakefield.
Jackson, Edwin, St Leonard's-on-Sea, Sussex, Carriage Builder. Feb 22 at 2.30, at offices of Philbrick, Havelock-rd, Hastings.
Jackson, Matthew, Leeds, Ginger Beer Manufacturer. Feb 22 at 12, at office of Simpson, Albion-st, Leeds.
Jester, Geo Fredk, Castle Bromwich, Warwick, Grocer. Feb 21 at 3, at office of Parry, Bennett's-hill, Birm.
Jones, David Kent, Beaumaris, Anglesey, Surgeon. Feb 28 at 2, at the Castle Hotel, Bangor. Foulkes, Bangor.
Kentish, Thos, Bricket Wood, nr St Alban's, Herts, Coal Merchant. March 2 at 3, at the Bell Inn, St Alban's. Marshall, Lincoln's-inn-fields.
Marcus, Martin, Bradford, York, Stuff Buyer. Feb 25, at offices of Watson & Dickons, Market-st, Bradford.
Marley, Albert Snell, Kingston, Surrey, Esq. Feb 23 at 1, at the Guildhall Coffee-house, Gresham-st. Mackey, Angel-ct, Throgmorton-st.
May, Elijah, Richmond-gardens, Shepherd's-bush, Builder. Feb 27 at 12, at offices of Biddles, Southampton-bldgs, Chancery-lane.
Middlehurst, Margaret, Rainford Village, nr St Helen's, Lancashire, Grocer. Feb 27 at 3, at office of Evans & Lockett, Commerce-chambers, Lord-st, Lpool.
Monk, Nathaniel, Little Knightrider-st, Doctors'-commons, Licensed Victualler. Feb 28 at 2, at offices of Walters & Gush, Finsbury-circus.
Mullis, Thos, Warborough, Oxford, Licensed Victualler. Feb 23 at 3, at the George Inn, High-st, Wallingford. Hedges & Marshall, Wallingford.
Nixon, John, sen, & John Nixon, jun, Leicester, Coal Merchants. Feb 23 at 12, at office of Owston, Friar-lane, Leicester.
Nurse, Fredk, & John Eldershaw, Birm, Grocers. Feb 22 at 3, at the Queen's Hotel, New-st, Birm. Nicholls, Birm.
Quin, (and not Quin, as erroneously printed in last Gazette) Chas Wood-st. Feb 20 at 12, at the Chamber of Commerce, Cheapside. Kent & Stenning, Cannon-st.
Parker, Wm, Leeds, Builder. Feb 24 at 11, at offices of Pullan, Bank-chambers, Park-row, Leeds.
Rainford, Jas, Eccles, Lancashire, Joiner. Feb 22 at 3, at offices of Bellhouse & Bond, Dickinson-st, Manch.
Randall, Hy Wm, Deal, Kent, Bootmaker. Feb 25 at 11, at the Royal Exchange Hotel, Deal. Drew.
Robbins, Chas Fredc, Small Heath, nr Birm, out of business. Feb 24 at 2, at office of Parry, Bennett's-hill, Birm.
Rolleston, Septimus, Bedford, Clerk in Holy Orders. Feb 28 at 12, at offices of Whyley & Pyper, Dame Alice-st, Bedford.
Rosewarne, Hy, Birm, Stationer's Assistant. Feb 21 at 12, at offices of Fallows, Cherry-st, Birm.
Savage, Fredk Hy, Southampton, Innkeeper. Feb 21 at 2, at office of Whittaker, Southampton. Harfield, Southampton.
Smith, Saml, Derby, Iron Merchant. Feb 25 at 12, at office of Leech, Full-st, Derby.
Spearing, Wm, Winchester, Hants, Land Agent. Feb 23 at 2, at the Black Swan Hotel, Winchester.
Spencer, John, nr Leeds, Blacksmith. Feb 24 at 2, at offices of Robinson, Keighley.
Standish, Alfd, High-st, Notting-hill, Glass Dealer. Feb 22 at 2, at 145, Cheapside. Lewis & Lewis, Ely-pl, Holborn.
Swindell, Jas, Sheffield, Engineer. Feb 20 at 1, at the Assembly Rooms, Norfolk-st, Sheffield. Parkin, Sheffield.
Topham, Wm, Harrogate, York, Contractor. Feb 21 at 12, at offices of Bateson, Albert-st, Harrogate.
Vaughan, Wm, Croft Gate, Stoke Prior, Hereford, Farmer. Feb 21 at 3, at the Royal Oak Hotel, South-st, Leominster. Andrews, Leominster.
Vernon, Susannah, Thos Vernon, Jas Walter Holden, & Saml Bullas Dudley-port, Stafford, Iron Masters. Feb 24 at 3, at office of Warmington, Castle-st, Dudley.
Walters, Nelson, Oakham, Rutland, Nurseryman. Feb 25 at 2, at the George Inn, Oakham. English.
Watson, Wm, Stockton-on-Tees, Durham, Beer-house Keeper. Feb 23 at 11, at office of Draper. Finkle-st, Stockton-on-Tees.
Whitlock, Augustus, Lower-marsh, Lambeth, Cheesemonger. Feb 23 at 11, at office of Morris, Grocers' Hall-ct, Poultry.
Wilson, John, Wigan, Lancashire, Blacksmith. Feb 27 at 11, at office of France, Churchgate, Wigan.
Withers, Geo, Norbiton, Surrey, Journeyman Butcher. Feb 23 at 2, at office of Sherrard, Brook-st, Kingston-upon-Hull.
Worner, Jeremiah, Hersham, Surrey, Grocer. Feb 25 at 12, at offices of Sherrard, Clifford's-inn.
Wright, Geo Wm, Manch, Boot Dealer. Feb 23 at 3, at office of Minor, Brown-st, Manch.
Wright, John, Altrincham, Cheshire, Paperhanger. Feb 28 at 3, at offices of Sampson, St James's chambers, South King-st, Manch.

TUESDAY, Feb. 14, 1871.

Adams, Chas John, Coatham-Redcar, York, Architect. Feb 25 at 2, at offices of Dodds & Trotter, Finkle-st, Stockton-on-Tees.
Ansell, Fredk Isaac, Margate, Kent, Corn Dealer. March 2 at 11, at 4, Churchfield-pl, Margate. Gibson, Margate.
Barber, Chas, Edwd Barber, & Fredc John Barber, Fenchurch-st, Brokers. Feb 27 at 12, at 36, Fenchurch-st. Crump, Philpot-lane.
Bartlett, Wm, High-st, Poplar, Cutler. Feb 21 at 2, at 24, Bucklersbury. Newman.
Bell, John Tebbut, Billiter-sq, Merchant. March 2 at 12, at the Guildhall Coffee-house, Gresham-st. Crump, Philpot-lane.
Bishop, Thos, Long Buckby, Northampton, Shoe Manufacturer. March 3 at 3.30, at office of Becke, Market-sq, Northampton.
Bloxsidge, Jas, Cockspur-st, Charing-cross, Wine Merchant. Feb 24 at 4, at office of Perkins, Verulam-bldgs, Gray's-inn.
Bradley, Wm Hy, Chorlton-upon-Medlock, Manch, Pawnbroker. Feb 27 at 11, at office of Rodgers, Dickinson-st, Manch.
Brayshaw, John, & Wm Hilton, Manch, Coal Merchants. March 6 at 12, at offices of Nicholson & Milne, Norfolk-st, Manch. Simpson.
Brookes, Wm Colborne, King's-rd, Bedford-row, Civil Engineer. Feb 24 at 2, at office of Lewis, Furnival's-inn.
Browne, Geo, Dover, Kent, Dealer in Fancy Goods. March 2 at 12, at 9, Cook's-ct, Lincoln's-inn. Fox, Dover.
Browning, Geo, Box, Wilts, Miller. Feb 22 at 11, at office of Bartrum, Northumberland-bldgs, Bath.
Bucham, Thos Edwd, Gracechurch-st, Refreshment-house Keeper. March 1 at 12, at office of Bastard, Brabant-ct, Philpot-lane.
Buchanan, Peter Canner, Mobberley, nr Knutsford, Chester, Farmer. Feb 24 at 3, at offices of Storer, Fountain-st, Manch.
Carter, Wm, Harding's-wood, nr Kidsgrove, Stafford, Grocer. March 1 at 11, at offices of Salt, High-st, Tunstall.
Clayton, Martha, Hadley, Salop, Farmer. March 1 at 11, at office of Knowles & Son, Church-st, Wellington, Salop.
Cleaver, Saml Hy, Tunbridge Wells, Sussex, Station Master. Feb 27 at 2, at the Victoria Tower, Tunbridge Wells. Low, Great Marlborough-st.
Cowper, Jas, Lpool, Comm Agent. Feb 27 at 2, at office of Fowler, North John-st, Lpool.
Dennis, John, Newcastle-upon-Tyne, Hatter. Feb 25 at 2, at office of Wallace, Dean-st, Newcastle-upon-Tyne.
Fare, Thos, Blackpool, Lancashire, Grocer. March 1 at 3, at office of Edelston, Winckley-st, Preston.
Fitzgerald, Hy, Bristol, Bookmaker. Feb 24 at 12, at offices of Benson & Elletson, Broad-st, Bristol.
Fletcher, Geo, Jas Fletcher, & Jonathan Thompson Gare, Erith, Kent, Millers. Feb 28 at 11.30, at offices of Russell & Co, Old Jewry-chambers.
Fox, Thos, Eastdown-pk, Lewisham, Kent, Dairyman. Feb 20 at 1, at office of Elworthy, Circus-st, Greenwich.
Goddard, Wm, Astwood-bank, nr Redditch, Worcester, Grocer. Feb 27 at 12, at office of Free, Temple-row, Birm.
Green, Wm Hy, Norwich, Milliner. Feb 21 at 12, at offices of Coaks, Bank-plain, Norfolk. Rackham, jun, Norwich.
Hailey, Fredk, Lady Somerset-rd, Kentish-town, Builder. March 1 at 1, at 52, Chancery-lane. Tilley, Finsbury-pl South.
Hall, Saml, Burslem, Stafford, Builder. Feb 20 at 11, at office of Sutton, Hill-top, Burslem.
Hallet, Jas, Bath, Gardener. Feb 28 at 11, at office of Wilton, Old-King-st, Queen-sq, Bath.
Hardcastle, Jas, Knaresborough, York, Licensed Victualler. March 6 at 3, at the Albion Hotel, Harrogate. Harle, Leeds.
Hey, Wm, Kirkdale, Lancashire, Licensed Victualler. Feb 27 at 2, at offices of Sheen & Martin, South John-st, Lpool. Biggs, Lpool.
Holmes, Geo Hy, Fredk Port, & John Harrison, Wolverhampton, Stafford, Upholsterers. Feb 27 at 11, at offices of Stratton, Queen-st, Wolverhampton.
Jeynes, Wm, Sunbury, Middx, Surgeon. Feb 24 at 2, at the Flower-pot Hotel, Sunbury. Buckland, Bedford-row.
Johnson, Edwd, & Joseph Johnson, Dudley, Worcester, Ironfounders. Feb 28 at 11, at offices of Lowe, Wolverhampton st, Dudley.
Llewellyn, Thos, Llanelly, Carmarthen, Dealer in Fancy Goods. March 7 at 1, at the Court House, Carmarthen. Snead, Llanelly.
Lovis, John Hy, New North-rd, Grocer. Feb 22 at 12, at office of Fraser, South-sq, Gray's-inn.
Smith, Hy, Wellington-rd, Forest-gate, Attorney's Clerk. Feb 21 at 2, at office of Marshall, Hatton-garden.
MacKenzie, Jas, Jarrow, Durham, Draper. Feb 27 at 11, at offices of Sewell, Grey-st, Newcastle-upon-Tyne.
Manning, Fredk, Leicester, Tailor. March 8 at 1, at Wood's Hotel, Furnival's-inn, Holborn. Haxby, Leicester.
Marling, Wm, Worcester, Hatter. Feb 27 at 11, at offices of Hughes, Pierpoint-st, Worcester.
Marriott, Thos, Leighton Buzzard, Bedford, Seed Merchant. Feb 25 at 2, at the Plume & Feathers Inn, Leighton Buzzard.
Metcalf, Geo, West Kinnold Ferry, Lincoln, Joiner. March 2 at 2, at office of Taylor & Newborn, Epworth.
Mitchinson, Chas Calthrop, Lee, Kent, Surgeon. Feb 21 at 12, at office of Daniel, Chancery-lane.
Moore, John, Euston-rd, Manager to an Ironmonger. Feb 23 at 2, at offices of Cooke, Gresham-bldgs, Guildhall.
Morgan, Evan, Newport, Monmouth, Licensed Victualler. Feb 23 at 12, at offices of Lloyd, Bank-chambers, Newport.
Neal, John, Birm, Stamper. Feb 28 at 3, at office of Rowlands, Ann-st, Birm.
Nichols, David, Boston, Lincoln, Draper. Feb 25 at 10, at office of Chesney, Dewhirst-bldgs, Manchester-rd, Bradford. Bailes, Boston.
Osborne, Geo, St Laurence, Kent, Builder. Feb 28 at 12, at offices of Mason & Withall, Bedford-row. Peniston, Ramsgate.
Oxley, Chas Christopher, Redcar, York, Esq. March 3 at 3, at the Black Lion Hotel, High-st, Stockton-on-Tees. Trevor.
Proudfoot, Jas Hy, & Robt Andrews, Kirkley, Suffolk, Carpenters. March 1 at 2, at office of Cufaude, King-st, Gt Yarmouth.
Pullen, Owen, Clapham-rd, General Ironmongers. Feb 28 at 12, at the Terminus Hotel, Cannon-st. Randall & Angier, Gray's-inn-pl.
Redfearn, Ann, Leeds, Hosier. March 6 at 2, at offices of Horsfall & Latimer, Park-row, Leeds.
Roberts, John, Bangor, Carnarvon, Draper. Feb 28 at 1, at office of Roberts, High-st, Bangor.
Routh, Wm, Crook, Durham, Shoemaker. Feb 28 at 2, at the Commercial Hotel, Bishop Auckland. Labron, jun, Bishop Auckland.

Sharman, John Close, Gt Yarmouth, Norfolk, Baker. Feb 28 at 12, at office of Costerton, Queen-st, Gt Yarmouth.
Shipp, John, Northampton, Shoe Manufacturer. Feb 23 at 12, at office of Shoosmith, Newland.
Similck, Conrad, Stratford, Essex, Lucifer Match Manufacturer. Feb 20 at 11, at offices of Dobson, Chancery-chambers, Quality-ct, Chancery-lane.
Skuse, Geo, Lpool, Baker. Feb 28 at 3, at office of Carmichael, Cambridge-chambers, Lord-st, Lpool. Masters, Lpool.
Smallwood, John Casson, York, Coal Merchant. Feb 27 at 11, at offices of Crumbie, Stonegate, York.
Sykes, Jas, Stockport, Cheshire, Manager in a Spirit Vaults. Feb 27 at 11, at offices of Homer & Son, Ridgefield, Manch. Duckworth, Manch.
Taylor, Robt, Middlesborough, York, Grocer's Assistant. Feb 27 at 2.30, at offices of Braithwaite, Albert-rd, Middlesborough, Bainbridge, Middlesborough.
Turner, Joseph, Torpenhow, Cumberland, Butcher. Feb 27 at 2, at offices of Hodgson & McKeever, Wigton.
Uglow, Geo, Hurston, Whitstone, Devon, Commercial Traveller. Feb 23 at 12, at offices of Friend, Queen-st, Exeter.
Wainwright, Edwin Wilby, Cullingworth, York, Grocer. Feb 25 at 11, at offices of Wood & Killick, Commercial Bank-bldgs, Piece Hall-yd, Bradford. Weatherhead & Burr, Keighley.
Walters, Hy. Birm, Fishmonger. Feb 24 at 3, at offices of Duke, Christ Church-passage, Birm.
Ward, Peter, Wigan, Lancashire, Draper. Feb 25 at 11, at offices of Leigh & Ellis, Commercial-yd, Wigan.
Watson, John, and Thos Brown Cutcliffe, Beak-st, Regent-st, Tailors. March 1 at 3, at offices of Smart & Co, Cheapside. Hardwick, Fenchurch-st.
Webster, John Thorp, Hedon-in-Holderness, York, Joiner. Feb 24 at 1, at offices of Watson & Son, Bishop-lana, Kingston-upon-Hull
Wilson, Wm, Old-st, St Luke's, Carman. Feb 25 at 1, at offices of Briant, Winchester House, Old Broad-st.
Winstone, Thos, Cockermouth, Cumberland, Builder. Feb 24 at 11, at offices of Hayton & Simpson, Cockermouth.